ತುರ್ತು 21/12

ಕರ್ನಾಟಕ ವಿಧಾನ ಪರಿಷತ್ತು

1 ಚುಕ್ಕೆ ಗುರುತಿಲ್ಲದ ಪ್ರಶ್ನೆ ಸಂಖ್ಯೆ : 518

2 ಸದಸ್ಯರ ಹೆಸರು : ಶ್ರೀ ಪಿ.ಆರ್.ರಮೇಶ್ (ನಾಮನಿರ್ದೇಶನ ಹೊಂದಿದವರು)

3 ಉತ್ತರಿಸುವ ದಿನಾಂಕ : 16-12-2021

4 ಉತ್ತರಿಸುವವರು : ಮುಖ್ಯಮಂತ್ರಿಗಳು

ಕ್ರ.ಸಂ	ಪ್ರಶ್ನೆ	ಉತ್ತರ
ಅ	ಬಿಬಿಎಂಪಿ ವ್ಯಾಪ್ತಿಯಲ್ಲಿ ಯಾವ ಯಾವ ರಸ್ತೆಗಳನ್ನು ವೈಟ್ ಟಾಪಿಂಗ್ ಕಾಮಗಾರಿ ಅಳವಡಿಸಲು ಉದ್ದೇಶಿಸಲಾಗಿದೆ; ಮತ್ತು ಒಟ್ಟು ಎಷ್ಟು ಉದ್ದದ ರಸ್ತೆಗಳನ್ನು ವೈಟ್ ಟಾಪಿಂಗ್ ಮಾಡಲಾಗಿದೆ; (ಸಂಪೂರ್ಣ ವಿವರ ನೀಡುವುದು)	ಬಿಬಿಎಂಪಿ ವ್ಯಾಪ್ತಿಯಲ್ಲಿ ವೈಟ್ ಟಾಪಿಂಗ್ ಕಾಮಗಾರಿ ಅಳವಡಿಸಲು ಉದ್ದೇಶಿಸಲಾಗಿರುವ ರಸ್ತೆಗಳ ವಿವರಗಳನ್ನು **ಅನುಬಂಧ-1** ರಲ್ಲಿ ನೀಡಲಾಗಿದೆ.
ಆ	ಸದರಿ ಕಾಮಗಾರಿ ಅನುಷ್ಠಾನ ಸಲುವಾಗಿ ಪ್ರತಿ ಕಾಮಗಾರಿಗಳಿಗೆ ಟೆಂಡರ್ ಕರೆದು ಗುತ್ತಿಗೆ ನೀಡಲಾಗಿದೆಯೆ; (ವಿವರ ನೀಡುವುದು ಮತ್ತು ಕರೆದ ಟೆಂಡರ್ ಡಾಕುಮೆಂಟ್‌ನ ಪ್ರತಿಗಳನ್ನು ಒದಗಿಸುವುದು)	ಹೌದು. ವೈಟ್ ಟಾಪಿಂಗ್ ಕಾಮಗಾರಿಗಳನ್ನು ಕರ್ನಾಟಕ ಸಾರ್ವಜನಿಕ ಸಂಗ್ರಹಣೆಗಳಲ್ಲಿ ಪಾರದರ್ಶಕತೆ ಕಾಯ್ದೆ (ಕೆ.ಟಿ.ಪಿ.ಪಿ) ಯನ್ವಯ ಇ-ಪ್ರೊಕ್ಯೂರ್‌ಮೆಂಟ್ ಮುಖಾಂತರ ಟೆಂಡರ್ ಕರೆದು, ಸಕ್ಷಮ ಪ್ರಾಧಿಕಾರದ ಅನುಮೋದನೆ ಪಡೆದು, ಗುತ್ತಿಗೆದಾರರಿಗೆ ಕರಾರು ಮಾಡಲಾಗಿರುತ್ತದೆ. ವಿವರಗಳನ್ನು **ಅನುಬಂಧ-2** ರಲ್ಲಿ ನೀಡಲಾಗಿದೆ. ಸಂಬಂಧಿಸಿದ ಟೆಂಡರ್ ಡಾಕ್ಯುಮೆಂಟ್ ಪ್ರತಿಗಳನ್ನು **ಅನುಬಂಧ-3** ರಲ್ಲಿ ನೀಡಲಾಗಿದೆ.
ಇ	ಟೆಂಡರ್ ಕರೆಯದೆ ಯಾವುದಾದರೂ ವೈಟ್ ಟಾಪಿಂಗ್ ಕಾಮಗಾರಿ ಅನುಷ್ಠಾನಗೊಂಡಿದೆಯೇ? (ವಿವರ ನೀಡುವುದು)	ಮೆ॥ ಅಲ್ಟ್ರಾಟೆಕ್ ಸಂಸ್ಥೆಯವರು 2012-13ನೇ ಸಾಲಿನಲ್ಲಿ ಪ್ರಾಯೋಗಿಕವಾಗಿ ಮತ್ತು ಅವರ ಸ್ವಂತ ವೆಚ್ಚದಲ್ಲಿ ಪಾಲಿಕೆಯ ವ್ಯಾಪ್ತಿಯ ಉದ್ಯೋಗ ಸೌಧ ಮುಂಭಾಗದ ರಸ್ತೆಯನ್ನು ಮತ್ತು ಹೊಸೂರು ಮುಖ್ಯರಸ್ತೆ ಮಡಿವಾಳ ಕೆಳಸೇತುವೆಯ ಅಪ್‌ರ್ಯಾಂಪ್ ಮತ್ತು ಡೌನ್‌ರ್ಯಾಂಪ್‌ಗಳ ಎರಡು ಭಾಗದಲ್ಲಿ ವೈಟ್ ಟಾಪಿಂಗ್ ಕಾಂಕ್ರೀಟ್ ರಸ್ತೆ ನಿರ್ಮಿಸಲಾಗಿರುತ್ತದೆ.

ಸಂಖ್ಯೆ: ನಅಇ 361 ಎಂಎನ್‌ವೈ 2021

(ಬಸವರಾಜ ಬೊಮ್ಮಾಯಿ)
ಮುಖ್ಯಮಂತ್ರಿ

ವಿಧಾನ ಪರಿಷತ್ತಿನ [illegible] ಸಂಖ್ಯೆ 518 ಕ್ಕೆ ಅನುಬಂಧ - 1

Bruhat Bengaluru Mahanagara Palike

White topping works pertaining to Chief Engineer (Road Infrasturue)

Annexure - 1

Sl. No	Package	Name of the Road	Agency	Total Length (in Kms)	White Topping completed (in kms)	Remarks
1	White Topping, Phase-1, Package-2	20th Main road Koramangala	M/s. Madhucon Projects Ltd	1.5	1.5	
2		Annaswamy Mudaliar Road		0.84	0.84	
3		Kadugodi Road		1.8	0.87	
4		BTS Road		1.91	1.4	
5		Kanakapura road		4.6	4.1	
6		Mysore Road		4.8	3.42	
7		Tumkur Road		6.2	1.1	
8		Hosur Road		5.5	2.55	
9		Wilson Garden Road		1.42	0	
10		Sarjapura Road		5.3	1.85	
11		Magadi Road		3.85	0	
12		Bhaskaran Road		2.1	0.32	
13		Gangadhar Chetty Road		1.18	0.73	
14	White Topping, Phase-1, Package-2	Mother Teresa Road	M/s. Madhucon Projects Ltd	1.46	0	
15		KH Road		1.3	0	
16		Lavelle Road		1.38	0	
17		Venkataswamy Naidu Road		1.03	0	
18		Dispensary Road		0.46	0	
19		Bannerghatta Road		4.2	0	
20		ITPL Road		1.61	0	
21		Campbell road		0.34	0	
22		St.Philomena Road		0.25	0	
23		Lady Curzon Road		0.34	0	
24		Pain Street		0.25	0	
			Total	**53.62**	**18.68**	

Executive Engineer
RI-White Topping Division
Bruhat Bangalore Mahangara Palike

ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ

ಶ್ರೀ/ಶ್ರೀಮತಿ ಪಿ.ಆರ್.ರಮೇಶ್ (ನಾಮ ನಿರ್ದೇಶನ ಹೊಂದಿದವರು) ರವರ ಪ್ರಶ್ನೆ ಸಂಖ್ಯೆ:518 ರ ಅನುಬಂಧ-1

Sl. no	Grants	Name of Work	Length in mtrs	Tender Notification no.	Tender Cost (in lakhs)	Name of the Agency	Actual Expenditure incurred (in Lakhs)	Remarks
1	13th FINANCE COMMISSION WORKS (MAINTENANCE OF ROADS & BRIDGES)	Providing Rigid Pavement to Dhanvantri Road (Underpass approach to Sheshadripuram Signal) in BBMP Area.	430 mtrs	EE/TEC/TEND/16/2013-14, Dated:18.01.2014	434.43	M Nagesh	434.3	Work Completed
2	13th FINANCE COMMISSION WORKS (MAINTENANCE OF ROADS & BRIDGES)	Providing Rigid Pavement to S C Road (Underpass approach from Anandarao Circle to Sheshadripuram Road) in BBMP Area.change of Place to providing white topping from Swasthik circle to Sampige theatre via Rajiv Gandhi Statue	215 mtr	EE/TEC/TEND/17/2013-14, Dated:12.02.2014	202.84	M Nagesh	202.83	Work Completed
3	13th FINANCE COMMISSION WORKS (MAINTENANCE OF ROADS & BRIDGES)	Providing Rigid Pavement to M.V.Jayaraman Road (Railway Over Bridge to Cantonment Junction) in BBMP Area.	340 mtrs	EE/TEC/TEND/16/2013-14, Dated:18.01.2014	271.28	K Somappa	271.27	Work Completed
4	13th FINANCE COMMISSION WORKS (MAINTENANCE OF ROADS & BRIDGES)	Providing White Topping to Main Carriageway of Madiwala Market Road (Hosur Road to Sarjapur Road) in BBMP Area.	970 mtrs	EE/TEC/TEND/16/2013-14, Dated:18.01.2014	472.05	M Nagesh	542.6	Work Completed

Sl. no	Grants	Name of Work	Length in mtrs	Tender Notification no.	Tender Cost (in lakhs)	Name of the Agency	Actual Expenditure incurred (in Lakhs)	Remarks
5	13th FINANCE COMMISSION WORKS (MAINTENANCE OF ROADS & BRIDGES)	Providing White Topping to Kasturba Road from Hudson Circle to Siddalingaiah Circle in BBMP Area.	350 Mtrs	EE/TEC/TEND/16/2013-14, Dated:18.01.2014	240.82	M Nagesh	300.52	Work Completed
6	13th FINANCE COMMISSION WORKS (MAINTENANCE OF ROADS & BRIDGES)	Providing White Topping to Palm Groove Road from Victoria Road to Richmond Road in BBMP Area.	150 mtrs	EE/TEC/TEND/17/2013-14, Dated:12.02.2014	73.69	K Somappa	69.56	Work Completed
7	13th FINANCE COMMISSION WORKS (MAINTENANCE OF ROADS & BRIDGES)	Providing White Topping to Ananda Rao Circle in BBMP Area.	230 mtrs	EE/TEC/TEND/16/2013-14, Dated:18.01.2014	245.25	M Nagesh	245.08	Work Completed

Executive Engineer
Traffic Engineering Cell (RI)
Bruhath Bengaluru Mahanagar Palike
Bengaluru 560 002

BRUHAT BENGALURU MAHANAGARA PALIKE

White Topping works pertaining to Chief Engineer (Project-Central)

Annexure-1

Sl. No.	Package	Name of the Road	Agency	Total Length (in kms)	White topping completed Length (In kms)	Remarks
1	Tender Sure Phase-1, Package - 2	NRUPATHUNGA ROAD	M/s RNS Infrstructure Pvt Ltd	0.78	0.78	Completed
2	Tender Sure Phase-2, Package - 1	Subedhar Chatram road - from K G road to Seshadri road.	M/s Amruta Constructions Pvt Ltd	0.58	0.58	Completed
3		Gubbi Totadappa road - from Khodays circle to Shantala Circle (LHS)		0.56	0.56	Completed
4		Dhanavantri road - from upparpet police station to Sheshadri Road		0.73	0.73	Completed
5		W H Hanumantappa road - from Seshadri road to K G road.		0.68	0.68	Completed
6		Cottonpet Main Road from Shantala Circle to Mysore Road Junction		1.13	1.13	Completed
7		6th Cross Road from Kalidasa Marg to S C Road		0.68	0.68	Completed
8		6th A Main Road		0.08	0.08	Completed
9		6th B Main Road		0.07	0.07	Completed
10		6th C Main Road		0.08	0.08	Completed
11		5th Cross Road from 2nd Main to W H Hanumatappa Road		0.25	0.25	Completed
12		Road Connecting 6th & 5th Cross Road		0.05	0.05	Completed
13		Road Connecting 5th & 4th Cross Road		0.05	0.05	Completed
14		Road Connecting 5th & 4th Cross Road (Yadava Hostel Road)		0.05	0.05	Completed
15		4th Cross Road from 2nd Main to W H Hanumatappa Road		0.30	0.30	Footpath Improvement Works are in progress
16		3rd Cross Road from 6th Main to W H Hanumatappa Road		0.08	0.08	Completed
17		3rd Cross Road from 4th Main to 2nd main road		0.17	0.17	Completed
18		2nd main Road (Kanishka Hotel Road) from 6th Cross to Y Ramachandra Road		0.24	0.24	Completed

Sl. No.	Package	Name of the Road	Agency	Total Length (in kms)	White topping completed Length (In kms)	Remarks
19		1st Cross Road (WH Hanumantappa Road to Kalidasa Road)		0.18	0.18	Completed
20		4th Main Road (Y Ramachandra Road to 4th Cross)		0.12	0.12	Completed
21		6th Main road (From SC Road to Y Ramachandra Road)		0.17	0.17	Completed
22		Sapna Book house Road		0.12	0.12	Completed
23		Y Ramachandra Road from S C Road to Kalidasa Circle		0.44	0.44	Completed
24		C Shape Road (KG Road to Upparpete Police Station)		0.20	0.20	Completed
25		K G Road from S C Road to Dhanvantri Road		0.16	0.16	Completed
26		KSRTC Road from Dhanvantri Road to G T Road		0.33	0.33	Completed
27	Tender Sure Phase-2, Package - 3	K R Road from Shivashankar Circle to Minto Hospital Road	M/s IVRCL Ltd	0.25	0.25	Completed
28		Vani Vilas Road from Victoria Hospital to K R Market Signal		0.23	0.23	Footpath Improvement Works are in progress
29		Kalasipalya Main Road from K R Market Circle to Basappa Circle		0.45	0.18	work in progress
30		N R Road from Town Hall to K R Market Signal		0.86	0.86	Footpath Improvement Works are in progress
31	Tender Sure Phase-2, Package - 5	Palace Road-from Mysore bank circle to Chalukya circle.	M/s Saitrisha Infra Engineers Pvt Ltd	1.40	1.25	work in progress
32	Phase-1 Package-1	Outer Ring Road from BEL circle to Benniganahalli Flyover via Hebbal.	M/s NCC Ltd	12.74	11.00	Work in progress
33		Outer Ring Road connecting from Mysore road to Tumkur road via Sumanahalli Junction		10.70	9.66	Work in progress
34		Metro Corridor from Hosahalli Metro Station to Vijayanagar TTMC along West of Chord Road		1.65	1.10	Completed
35		Metro Corridor from Rajajinagar Metro Station to Goraguntepalya Junction		2.18	1.95	Completed
36		Metro Corridor from Shivashankar Circle toSouth end circle		2.90	2.60	Completed
37		7th Main Banaswadi from ORR to Uttam Sagar Junction		1.60	1.60	Completed
38		Thanisandra Main Road from Nagavara Junction to Baglur Road		8.90	8.65	Footpath Improvement Works are in progress
39		Kenchena halli road (80 feet rd) from mysore road to uttharahalli main road (Dr. Vishnuvardhan road)		3.40	2.11	Work in progress

Sl. No.	Package	Name of the Road	Agency	Total Length (in kms)	White topping completed Length (In kms)	Remarks
40	Phase-2 Package-1	Kempapura Main Road from NH-7 to Coffee Board Layout	M/s. Shankarnarayana Construction Pvt. Ltd.,	0.65	0.65	Completed
41		24th cross road of Sahakaranagar from Kodigehalli main road to Railway New RUB		1.12	1.12	Completed
42		Banaswadi main road from Banasawadi ROB to ORR (Horamavu Junction)		1.67	1.68	Completed
43		1st main road of Sahakaranagar Kodigehalli main road to NH-7 at Big Market		1.35	1.35	Completed
44		CMR Road from 7th main 80 feet road to Hennur Teachers Academy (4th cross road Hennur MR to 7th main road)		1.34	1.34	Completed
45		Kodigehalli road from NH-7 to Kodigehalli Circle		1.80	1.61	work in progress
46		Kanakanapalya main road to Dead End		0.86	0.28	work in progress
		Madhavan Park to Hosur Road via Ashoka Pillar and Lalbagh Siddapura Circle		1.89	1.89	Completed
		Gandhi Bazar Road Ramakrishna Ashrama to Tagore Circle		0.61	-	Proposal in progress from DULT
		P.Kalingrao road from N.R. Square to Richmond circle		0.75		work in progress
48	Phase-2 Package-2	Yeshwanthpura Sector - 8th main road from Yeshwanthpura Junction to 18th Cross junction Malleshwaram.	M/s RNS Infrstructure Ltd	1.24	1.24	Completed
49		80 feet road from New BEL Road to Sanjay Nagar Main Road		0.93	0.93	Work in progress
50		1st Main Road, Jayamahal		0.53	0.53	completed
51		Sheshadripuram Main Road from VS Raju Road to SC Road.		1.37	1.33	work in progress
		Old ORR from Mysore road to University Gate.		3.67	2.00	work in progress
		Goods shed road from Mysore road to Tank bund Road		1.31	0.50	work in progress
		Seshadari Road -Sangolli Rayanna Circle to KR Circle		1.23	-	work in progress
		Roads around Hudson Memorial Church and Devanga Samaj Road		0.46	-	work in progress
		Binny Mill Road from Leprosy Hospital to Goods Shed Road		0.93		work in progress
52		Race Course Road from Subbanna Circle to Hare Krishna Road		0.48	-	**Handed over to SMART City**
53	Phase-2 Package-3	Jayanagar shopping complex surrounding roads	M/s. JMC Construction Pvt. Ltd.,	0.86	0.86	Completed
54		East end road		0.85	0.85	Completed
55		5th cross Koramangala		0.65	0.65	Completed
56		7th cross Koramangala		1.15	0.75	work in progress
57		1st cross Empire road Koramangala 5th block		0.72	0.72	Completed
		Koramangala 80ft		0.54	0.54	Completed
58		Sarjapura road from 100ft road Koramangala to ORR		1.80	-	work in progress

Sl. No.	Package	Name of the Road	Agency	Total Length (in kms)	White topping completed Length (In kms)	Remarks
59	Phase-2 Package-4	Old Outer Ring Road (ORR) from Bangalore University to Magadi Road	M/s. PJB Engineers Pvt. Ltd.,	3.40	3.40	Completed
60		B. K. Nagar Main Road from BBMP Maternity Hospital to Mohan Kumar Road Junction		1.21	1.21	Completed
61		Mohan Kumar Road from Mathikere Main Road Junction to Railway Parallel Road Junction		0.86	-	work in progress
62		Bazaar Street from RTO Circle to BBMP Maternity Hospital		0.23	0.23	Completed
63	Phase-2 Package-5	KR Road From Bharathi Nursing Home To Monotype	M/s. Ganapathi Stone crushers	1.73	1.73	Completed
64		South End Road From Madhavan Park to Nagasandra Circle		1.40	0.85	work in progress
65		Coles Road From Wheeler Road to Nethaji Road		0.90	0.90	Completed
66	Phase-2 Package-6	Indira Nagar 80 Feet Road from Old Madras Road to Old Airport Road	M/s. Amrutha Constructions	1.87	1.87	Completed
67		CMH Road from Vivekananda Road tc 100 Feet Road.		1.27	1.27	Completed
68	Phase-2 Package-7	Indira Nagar 100 Feet Road from Old Madras road to Domlur Flyover	Sri Uday Shivakumar	1.96	0.38	work in progress
69	Phase-2 Package-8	Intermediate Ring Road from Domluru Flyover to Ejipura Junction	Sri Uday Shivakumar	2.15	1.33	work in progress
			Total	103.27	83.70	

Executive Engineer
Project Central -1

for Executive Engineer
Project Central -4

Executive Engineer
for Project Central -5

Executive Engineer
Project Central -6

Executive Engineer
Project Central -7

Executive Engineer
Project Central -8

8/12/21
Chief Engineer
Project Central

ಅನುಬಂಧ-2



Bruhat Bengaluru Mahanagara Palike
N. R. Square
Bengaluru – 560 002

TENDERS FOR THE WORK OF

White Topping on Selected Roads in Bengaluru City under Package 1
on Item Rate Basis under Two Cover System
(Short Term Tender Notification)
(Through GOK e – Procurement Platform http://eproc.karnataka.gov.in)

Tender Reference	: No.EE/PC–2/TEND/03/2017–18 dated 24-05-2017
Availability of Tender Document	: From 25-05-2017 onwards in the e – Procurement Portal
Last Date for Uploading the Filled Tender Document	: 13-06-2017 upto 1730 hrs.
Time and Date of Opening of Technical Bid of Tenders	: 15–06–2017 at 1600 hrs.
Place of Opening of Technical Bid of Tenders	: Office of the Executive Engineer Project Central – 2 Bruhat Bengaluru Mahanagara Palike N. R. Square Bengaluru – 560 002
Time and Date of Opening of Financial Bid of Tenders	: Will be intimated to the Qualified Tenderers
Place of Opening of Financial Bid of Tenders	: Will be intimated to the Qualified Tenderers
Address for Communication	: Office of the Executive Engineer Project Central – 2 Bruhat Bengaluru Mahanagara Palike N. R. Square Bengaluru – 560 002

Contents



BRUHAT BENGALURU MAHANAGARA PALIKE

No.EE/PC–2/TEND/03/2017-18

Office of the Executive Engineer
Project Central – 2
N.R. Square, Bengaluru – 560 002
Date: 24–05–2017

INVITATION FOR TENDER (IFT) -3rd Call
(Two cover system)
(Short Term Tender Notification)
(Through **GOK e–Procurement Portal** only)

1. The Government of Karnataka, vide G.O.No. UDD 199 SFC 2016(Part-1), Bengaluru, Dated 21-06-2016 has accorded in Principle approval and sanctioned budget for taking up of the works listed below.
2. The Executive Engineer, Project Central-2, BBMP, invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.
3. Tender documents may be downloaded from the e-procurement portal of the Government of Karnataka from **25-05-2017**
4. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **120 days** beyond the validity of the tender.
5. Tenders must be submitted online through e-procurement portal on or before **17:30** Hrs on **13-06-2017** and the opening of tenders will be as per the e-procurement portal guidelines.
6. Other details can be seen in the tender documents.

Name of the Work	Description	Approx. Amount put to tender (Rs. In Lakh)	EMD (Rs. In Lakh)	Period of Completion
White Topping on Selected Roads in Bengaluru City under Package 1	i. From Leprosy Hospital Junction on Magadi Road to Deepanjali Nagar Metro Station for length of about 5.5 km in Metro Reaches.	299,07.69	299.08	11 Months (including Monsoon Season)
	ii. From Devaiah Park to Guranguntepalya Junction for length of about 6.2 km in			

	Metro Reaches.			
	iii. From Shivashankar Circle on Krishna Rajendra Road to Marenahalli Junction for length of about 5.9 km in Metro Reaches.			
	iv. Outer Ring Road connecting Mysore Road to Tumkur Road via Sumanahalli Junction for length of about 10.7 km.			
	v. Outer Ring Road connecting Tumkur Road to Old Madras Road via Hebbal Flyover and K. R. Puram for length of about 8.43 km.			
	vi. **Junctions:** a. Ramakrishna Ashram Junction. b. Lalbagh West Gate Junction. c. Lalbagh North gate Junction. d. Lalbagh South Gate Junction. e. Siddapura – Teachers' College Junction. f. Bashyam Circle, Rajajinagar.			

NOTE:
1. Last date for receipt of queries is **30-05-2017 up to 17:30 Hrs** in the office of the Executive Engineer - Project Central-2, BBMP
2. Pre bid meeting will be held on **31-05-2017 at 16.00 Hrs** in the office of the Chief Engineer Project-Central to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
3. Technical Bids will be opened on the website https://eproc.karnataka.gov.in in the office of the Executive Engineer - Project Central-2, BBMP on **15-06-2017 at 16.00 Hrs.**
4. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://eproc.karnataka.gov.in
5. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
6. All the required information required for Bids must be filled and submit online.
7. For details, registration and e-payment visit GOK e-Procurement website https://eproc.karnataka.gov.in or contact e-Procurement Helpdesk at 080 – 22441076
8. This tender notice can also be seen on the BBMP website www.bbmp.gov.in

-Sd/-
Executive Engineer
Project-Central-2
Bruhat Bengaluru Mahanagara Palike

Copy Submitted to:

1. Personnel Secretary to Worshipful Mayor to bring into the kind notice of the Worshipful Mayor.
2. Personnel assistant to Deputy mayor to bring into the notice of Hon'ble Deputy Mayor
3. Commissioner for kind information.
4. Special Commissioner (Projects)/ Special Commissioner (Finance) for kind information
5. Engineer – in – Chief for kind information.
6. Council Secretary to bring into notice of the Standing Committee (Major Works) and Ward Committee
7. Chief Engineer (Projects-Central)/Road Infrastructure/Environment/Markets/ South zone/ West zone/ North zone/Rajarajeshwari Nagar zone / Bommanahalli zone/ Dasarahalli zone/ Mahadevapura zone/ Byatarayanapura zone/ SWD for kind information.
8. Superintending Engineer (Projects-Central) for kind information.
9. The Joint Director (UDD) and the State Tender Bulletin Officer for kind information with a request to publish the same in the State Tender Bulletin
10. The District Tender Bulletin Officer and the Deputy Commissioner, Bengaluru Urban District with a Request to publish the same in the District Tender Bulletin.
11. CAO / Chief Auditor for kind information.
12. T. Advisor with a Request to publish the same in the BBMP Website.
13. Accounts Superintendent (Projects) / Cashier for information for necessary action.
14. Public Relation Officer, BBMP for information and to publish in all leading National Newspapers in Kannada and English across India.
15. Notice board.
16. Office Copy.

Executive Engineer
Project Central – 2
Bruhat Bengaluru Mahanagara Palike
Bengaluru

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

Table of Clauses

A. General

1. Scope of Tender

1.1 The Bruhat Bengaluru Mahanagara Palike (referred to as Employer in these documents) invites Tenders following Two Cover Tender Procedure, from Eligible Tenderers, for the Construction of Works (as defined in these documents and referred to as "the Works") as detailed in the Table given in the Invitation for Tenders (IFT).

2. Eligible Tenderers

2.1 Tenderers shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by the Government of Karnataka

2.2 **Tenders from Joint Ventures / Consortia are not acceptable.**

3. Qualification of the Tenderer

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification Information.

3.2 To qualify for Award of this Contract, each Tenderer in its name should have in the last five years i.e. 2012–11 to 2016–17.

a. Achieved in at least two Financial Years a minimum Financial Turnover (in all classes of Civil Engineering Construction Works only) of **Rs. 652,53.00 Lakh**. Further, the Financial Turnover of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2017–18.

b. Should not have undergone Financial Loss in the last five Financial Years. In support of this, the Tenderer shall submit Reports on the Financial Standing of the Tenderer, such as Profit and Loss Statements and Auditor's Reports for the last Five Years.

c. Mandatorily satisfactorily completed, as Prime Contractor, at least one Rigid Pavement Work / White Topping Work of Value not less than **Rs. 149,53.85 Lakh**. In support of this, the Tenderer shall furnish a Certificate duly certified by the Competent Authority not below the Rank of Executive Engineer along with the Technical Bid. Further, the value of the Completed Works of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2017 –18.

d. Executed in any one Financial Year, the following minimum quantities of Work.
- Pavement Quality Concrete / White Topping 102500 cum.
- Bituminous Macadam 14500 cum

In support of this, the Tenderer shall furnish Work done Certificate by mentioning the Executed Quantity in one Financial Year duly certified by the Competent Authority not below the Rank of Executive Engineer along with the Technical Bid.

3.3 Each Tenderer should further demonstrate

a. Availability by owning at least 50% of the following Key and Critical Equipment for this Work and the remaining 50% can be deployed on Lease / Hire Basis for all Works provided the Relevant Documents (Purchase Invoice in case of owning, Commitment Agreement in case of Lease / Hire Basis) for Availability for this Work are furnished. Further, Tenderer applying for more than one Package shall demonstrate the resource separately for each package.

Equipment	No. / Capacity
Concrete Paver (Slip Form / Fixed)	2 Nos.
Bituminous Pavement Surface	2 Nos.

Milling Machine	
Concrete Pavement Groove Cutting Machine	6 Nos.
Asphalt Paver	1 No.
Hot Mix Plant	1 No., each of 100 – 120 TPH Capacity

b. Liquid Assets and / or availability of Credit Facilities of no less than **Rs. 1000.00 Lakh** (Credit Lines / Letter of Credit / Certificates from Banks for meeting the Fund Requirement, etc.).

c. In the case of the death of a Contractor after executing the Agreement / Commencement of the Work, his Legal Heir, if an Eligible Registered Contractor and willing, can execute and complete the work at the accepted Tender Rates irrespective of the Cost of the Work.

d. He is financially sound and has not undergone Corporate Debt Restructuring (CDR) during the last five Financial Years. The Tenderer shall give a Certificate as per the format given in Section 3 – Qualification Information.

3.4 To qualify for a Package of Contracts made up of this and other Contracts for which Tenders are invited in this IFT, the Tenderer must demonstrate having Experience and Resources to meet the Aggregate of the Qualifying Criteria for the Individual Contracts.

3.5 Sub Contractors' Experience and Resources shall not be taken into account in determining the Tenderers Compliance with the Qualifying Criteria.

3.6 Tenderers who meet the above specified minimum Qualifying Criteria, will only be qualified, if their available Tender Capacity is more than the total Tender Value. The available Tender Capacity will be calculated as under:

Assessed Available Tender Capacity = (A*N*1.5 – B)

Where

A = Maximum Value of Civil Engineering Works executed in any one year during the last five years (updated to 2017–18 Price Level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the Works for which Tenders are invited, i. e. 11 months.

B = Value, at 2017-18 Price Level, of existing commitments and on going works to be completed during the next 11 months.

Note: The Statements showing the value of existing commitments and on going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in Charge, not below the Rank of an Executive Engineer or equivalent.

3.7 Even though the Tenderers meet the above Criteria, they are subject to be Disqualified if they have

- made Misleading or False Representations in the Forms, Statements and Attachments submitted in Proof of the Qualification Requirements; and / or
- record of Poor Performance such as Abandoning the Works, not properly Completing the Contract, Inordinate Delays in Completion, Litigation History, or Financial Failures, etc. and / or
- participated in the Previous Tender for the Same Work and had quoted Unreasonably High Tender Prices and could not furnish Rational Justification.

4. One Tender per Tenderer

4.1 Each Tenderer shall submit only one Tender for each Project. A Tenderer who submits or participates in more than one Tender (other than as a Sub Contractor or in cases of alternatives that have been permitted or requested) will cause all the Proposals with the Tenderer's Participation to be disqualified.

5. **Cost of Tendering**

5.1 The Tenderer shall bear all Costs associated with the Preparation and Submission of his Tender, and the Employer will in no case be Responsible and Liable for those Costs.

6. **Site Visit**

6.1 The Tenderer at his own Responsibility and Risk is encouraged to visit and examine the Site of Works and its Surroundings and obtain all Information that may be necessary for Preparing the Tender and Entering into a Contract for Construction of the Works. The Cost of Visiting the Site shall be at the Tenderer's own Expense.

B. Tender Documents

7. **Content of Tender Documents**

7.1 The Tender Documents shall have all the Sections given in Page 2.

8. **Clarification of Tender Documents**

8.1 **Refer Clause No. 8.2 below.**

8.2 **Pre Tender Meeting**

8.2.1 The Tenderer or his Authorized Representative is invited to attend a Pre Tender Meeting, which will take place at the Office of the Chief Engineer (Projects Central), Bruhat Bengaluru Mahanagara Palike, Room No. 402, 4th Floor, Annex Building – 3, N. R. Square, Bengaluru – 560 002 on **31-05-2017 at 1600 hrs.**

8.2.2 The Purpose of the Meeting will be to clarify Issues and to answer Questions on any matter that may be raised at that stage.

8.2.3 The Tenderer is requested to submit any Questions in Writing or by Cable to reach the Employer not later than **30-05-2017 upto 1730** hrs.

8.2.4 Minutes of the Meeting, including the Text of the Questions raised (without identifying the Source of Enquiry) and the Responses given will be displayed in the Website. Any Modification of the Tender Documents listed in Sub Clause 7.1 that may become necessary as a result of the Pre Tender Meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the Minutes of the Pre Tender Meeting and the same will be displayed in the Website.

8.2.5 Non Attendance at the Pre Tender Meeting will not be a cause for Disqualification of a Tenderer.

9. **Amendment of Tender Documents**

9.1 Before the Deadline for Submission of Tenders, the Employer may modify the Tender Documents by issuing Addenda.

9.2 Any Addendum thus issued shall be part of the Tender Documents and shall be displayed in the Website.

9.3 To give Prospective Tenderers reasonable time in which to take an Addendum into account in preparing their Tenders, the Employer shall extend as necessary the Deadline for Submission of Tenders, in accordance with Sub Clause 16.2 below.

C. Preparation of Tenders

10. **Documents Comprising the Tender**

10.1 The Tender submitted by the Tenderers shall contain the Documents as follows.

10.1.1 **Technical Bid**

a. Earnest Money Deposit.
b. Qualification Information as per Formats given in Section 3.

10.1.2 **Financial Bid**

a. The Tender (in the format indicated in Section 4).
b. Priced Bill of Quantities (Section 9).

and any other materials required to be completed and submitted by Tenderers in accordance with these Instructions. The Documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

11. Tender Prices

11.1 The Contract shall be for the whole Works as described in Sub Clause 1.1, based on the Priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in Rates and Prices and Line Item Total (both in Figures and Words) for all Items of the Works described in the Bill of Quantities along with Total Tender Price (both in Figures and Words). **Items for which no Rate or Price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other Rates and Prices in the Bill of Quantities.**

11.3 All Duties, Taxes, and other Levies payable by the Contractor under the Contract, or for any other cause, shall be included in the Rates, Prices and Total Tender Price submitted by the Tenderer.

11.4 The Rates and Prices quoted by the Tenderer shall be subject to adjustment during the Performance of the Contract in Accordance with the Provisions of Clause of the Conditions of Contract.

12. Tender Validity

12.1 Tenders shall remain valid for a period not less than one hundred and twenty (120) days after the Deadline Date for Tender Submission specified in Clause 16. A Tender valid for a shorter period shall be rejected by the Employer as Non Responsive.

12.2 In Exceptional Circumstances, prior to Expiry of the Original Time Limit, the Employer may request that the Tenderers may extend the Period of Validity for a Specified Additional Period. The Request and the Tenderers' Responses shall be made in writing or by cable. A Tenderer may refuse the Request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the Request will not be required or permitted to modify his Tender, but will be required to extend the Validity of his Earnest Money Deposit for a Period of the Extension, and in compliance with Clause 13 in all respects.

13. Earnest Money Deposit

13.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particular Work. Further, out of the total EMD Amount only **Rs. 1.00 Lakh (Rupees One Lakh only)** shall be paid in the e – procurement portal using any of the following modes and the Balance Amount shall be in the form of Bank Guarantee from any Nationalised / Scheduled Bank.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

NEFT Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the NEFT

Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e – Procurement System as part of its Bid also.

OTC Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated ICICI Bank Branches listed in the e – Procurement Website (www.eproc.karnataka.gov.in), the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

13.2 EMD Amount shall be submitted by the Tenderer taking into account of the following Conditions.

a. EMD for Rs. 1.00 Lakh shall be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at ICICI Bank until the Work is awarded and EMD for the Balance Amount shall be in the Form of Bank Guarantee from any Nationalised / Scheduled Bank valid for a period of not less than one hundred and twenty (120) days beyond the Validity of the Tender as specified in Clause 12. The scanned copy of the Bank Guarantee shall be uploaded with the Technical Bid. Further, the Original Bank Guarantee shall be submitted to the Office of the Executive Engineer (Project Central – 2), Bruhat Bengaluru Mahanagara Palike, N.R. Square, Bengaluru–560 002 by **15–03–2017 within 1500 hrs.**
b. The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 13.1 and 13.2.

13.3 Any Tender not accompanied by an acceptable EMD and not secured as indicated in Sub Clauses 13.1 and 13.2 above shall be rejected by the Employer as Non Responsive.

13.4 The Earnest Money Deposit of the Unsuccessful Tenderers will be returned within 30 days of the end of the Tender Validity Period as specified in Sub Clause 12.1.

13.5 The Earnest Money Deposit of the Successful Tenderer will be discharged only when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The Earnest Money Deposit may be forfeited

a. If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity;
b. If the Tenderer does not accept the Correction of the Tender Price, pursuant to Clause 24; or

c. In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
   i. Sign the Agreement; or
   ii. Furnish the required Performance Security.

14. Format and Signing of Tender

14.1 The Electronic Tendering System for the Construction of Work comprises of two Stages (i) Technical Bid and (ii) Financial Bid. The Tenderers are required to submit the Tender Documents in two stages electronically.

14.2 The Tender shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.

14.3 Each Page uploaded shall be duly signed and sealed by the Tenderer or a Person or Persons duly authorised to sign on behalf of the Tenderer. Such Authorisation shall be indicated by a Written Power – of – Attorney accompanying the Tender. The Corrections, if any, shall be made by striking of and shall be initialed with date.

D. Submission of Tenders

15. Sealing and Marking of Tenders

15.1 The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of e – Procurement itself (www.eproc.karnataka.gov.in). The Signed, Sealed and Scanned Copy of all the Documents as stated in Clause 7 shall be attached to the e – Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information with due diligence. All the Pages of the Document shall be serially numbered with an Index for ready reference.

15.2 No Physical Documents shall be considered. However, all the participating Tenderers shall produce the Hard Copy of the Scanned Documents uploaded in the Portal only at the Time of Opening of Technical Bids of the Tenders to the Executive Engineer (Project Central – 2). Further, all the participating Tenderers shall produce all the Original Documents uploaded in the Portal only for Verification whenever asked by the Employer.

16. Deadline for Submission of the Tenders

16.1 Tenders must be received by the Employer at the Website Address specified above no later than **13–06–2017 upto 1730 hrs.**

16.2 The Employer may extend the Deadline for Submission of Tenders by issuing an Amendment in accordance with Clause 9, in which case all Rights and Obligations of the Employer and the Tenderers previously subject to the Original Deadline will then be subject to the New Deadline.

17. Late Tenders

17.1 Any Tenderer trying to submit the Tender after Deadline will not be accepted in the e – Procurement.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify Contents of Technical Bid or Financial Bid before the Deadline prescribed in Clause 16.

18.2 Tenderers may withdraw their Tenders by canceling his Tender on the Website only before the Deadline prescribed in Clause 16.

18.3 No Tender may be modified and withdrawn after the Deadline for Submission of Tenders.

18.4 Withdrawal or Modification of a Tender between the Deadline for Submission of Tenders and the Expiration of the Original Period of Tender Validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the Earnest Money Deposit pursuant to Clause 13.

18.5 Tenderers may only offer Discounts to, or otherwise modify the Prices of their Tenders by submitting Tender Modifications in accordance with this Clause, or including in the Original Tender Submission.

E. Tender Opening and Evaluation

19. Opening of Technical Bid of all Tenders and Evaluation to determine Qualified Tenderers

19.1 The Employer will open the Technical Bids of all the Tenderers received in the e – Procurement Portal in the Presence of the Tenderers or their Representatives who choose to attend **at 1600 hrs. on 15–06–2017** in the Office of the Executive Engineer (Project Central – 2). In the event of the Specified Date of Tender Opening being declared a Holiday for the Employer, the Tenders will be opened at the Appointed Time and Location on the next Working Day.

19.2 The Tenderers' Names, the Presence or Absence of Earnest Money Deposit (Amount, Format and Validity), the Submission of Qualification Information and such Other Information as the Employer may consider Appropriate will be announced by the Employer at the Opening.

19.3 The Employer shall prepare Minutes of the Tender Opening, including the Information Disclosed to those present in accordance with Sub Clause 19.2.

19.4 The Employer will evaluate and determine whether each Tender (a) meets the Eligibility Criteria defined in ITT Clause 2; (b) is accompanied by the required Earnest Money Deposit as per Stipulations in ITT Clause and (c) meets the Minimum Qualification Criteria stipulated in ITT Clause 3. The Employer will draw out a List of Qualified Tenderers.

20. Opening of Financial Bid of Qualified Tenderers and Evaluation

20.1 The Employer will inform all the Qualified Tenderers the Time, Date and Venue fixed for the Opening of the Financial Bid received in the e – Procurement Portal containing the Priced Tenders. The Employer will open the Financial Bids of the Qualified Tenderers only at the Appointed Time and Date in the presence of the Tenderers or their Representatives who choose to attend. In the event of the Specified Date of Financial Bid Opening being declared a Holiday for the Employer, the Financial Bids will be opened at the Appointed Time and Location on the Next Working Day.

20.2 The Tenderers' Names, the Tender Prices, the Total Amount of Tender, any Discounts, and such other Details as the Employer may consider Appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender Opening.

20.3 The Employer shall prepare Minutes of the Financial Bid Opening, including the Information Disclosed to those present in accordance with Sub Clause 20.2.

21. Process to be Confidential

21.1 Information relating to the Examination, Clarification, Evaluation and Comparison of Tenders and Recommendations for the Award of a Contract shall not be disclosed to Tenderers or any other Persons not officially concerned with such Process until the Award to the Successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's Processing of Tenders or Award Decisions may result in the Rejection of his Tender.

22. Clarification of Tenders

22.1 To assist in the Examination, Evaluation and Comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for Clarification of his Tender, including Breakdowns of Unit Rates. The Request for Clarification and the Response shall be in writing or by cable, but no change in the Price or Substance of the Tender shall be sought, offered, or permitted except as required to confirm the Correction of Arithmetic Errors discovered by the Employer in the Evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to Sub Clause 22.1, no Tenderer shall contact the Employer on any Matter relating to its Tender from the Time of the Tender Opening to the Time the Contract is awarded. If the Tenderer

wishes to bring Additional Information to the Notice of the Employer, it should do so in Writing.

22.3 Any Effort by the Tenderer to influence the Employer in the Employer's Tender Evaluation, Tender Comparison or Contract Award Decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and Determination of Responsiveness

23.1 Prior to the Detailed Evaluation of Tenders, the Employer will determine whether each Tender (a) has been properly signed; and (b) is Substantially Responsive to the Requirements of the Tender Documents.

23.2 A Substantially Responsive Tender is one which conforms to all the Terms, Conditions and Specifications of the Tender Documents, without Material Deviation or Reservation. A Material Deviation or Reservation is one (a) which affects in any substantial way the Scope, Quality or Performance of the Works; (b) which limits in any substantial way, Inconsistent with the Tender Documents, the Employer's Rights or the Tenderer's Obligations under the Contract; or (c) whose Rectification would affect unfairly the Competitive Position of other Tenderers presenting Substantially Responsive Tenders.

23.3 If a Tender is not Substantially Responsive, it will be rejected by the Employer and may not subsequently be made Responsive by Correction or Withdrawal of the Non Conforming Deviation or Reservation.

24. Correction of Errors

24.1 Tenders determined to be Substantially Responsive will be checked by the Employer for any Arithmetic Errors. Errors will be corrected by the Employer as follows.

(a) where there is a Discrepancy between the Rates in Figures and in Words, the Lower of the two will govern; and (b) where there is a Discrepancy between the Unit Rate and the Line Item Total resulting from multiplying the Unit Rate by the Quantity, the Unit Rate as quoted will govern.

24.2 The Amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the Correction of Errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the Corrected Amount, the Tender will be rejected and the Earnest Money Deposit may be forfeited in accordance with Sub Clause 13.7 (b).

25. Evaluation and Comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially Responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the Evaluated Tender Price by adjusting the Tender Price as follows.

a. making any Correction for Errors pursuant to Clause 24; and
b. making appropriate Adjustments to reflect Discounts or other Price Modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the Right to accept or reject any Variation, Deviation or Alternative Offer. Variations, Deviations and Alternative Offers and other Factors, which are in excess of the Requirements of the Tender Documents or otherwise result in Unsolicited Benefits for the Employer, shall not be taken into account in Tender Evaluation.

25.4 The Estimated Effect of the Price Adjustment Conditions under Clause 40 of the Conditions of Contract, during the Implementation of the Contract, will not be taken into account in Tender Evaluation.

25.5 If the Tender of the Successful Tenderer is seriously Unbalanced in relation to the Employer's Estimate of the Cost of the Work to be performed under the Contract, the Employer may require the Tenderer to produce Detailed Price Analyses for any or all Items of the Bill of Quantities, to demonstrate the Internal Consistency of those Prices with the Construction Methods and Schedule Proposed. After Evaluation of the Price Analyses, the Employer may require that the Amount of the

Performance Security set forth in Clause 29 be increased at the expense of the Successful Tenderer to a level sufficient to protect the Employer against Financial Loss in the event of Default of the Successful Tenderer under the Contract.

F. Award of Contract

26. Award Criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be Substantially Responsive to the Tender Documents and who has offered the Lowest Evaluated Tender Price, provided that such Tenderer has been determined to be (a) Eligible in accordance with the Provisions of Clause 2, and (b) Qualified in accordance with the Provisions of Clause 3.

27. Employer's Right to accept any Tender and to reject Any or All Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the Right to accept or reject any Tender, and to cancel the Tender Process and reject all Tenders, at any time Prior to the Award of Contract, without thereby incurring any Liability to the Affected Tenderer or Tenderers or any Obligation to inform the Affected Tenderer or Tenderers of the Grounds for the Employer's Action.

28. Notification of Award and Signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the Award by the Employer prior to Expiration of the Tender Validity Period by Cable, Telex, e – mail or Facsimile confirmed by Registered Letter. This Letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the Sum that the Employer will pay the Contractor in consideration of the Execution, Completion and Maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The Notification of Award will constitute the Formation of the Contract, subject only to the furnishing of Security Deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all Agreements between the Employer and the Successful Tenderer. It will be kept ready for Signature of the Successful Tenderer in the Office of Employer within 20 days following the Notification of Award along with the Letter of Acceptance. Within 7 days of Receipt, the Successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the Successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security Deposit

29.1 Within 7 days of Receipt of the Letter of Acceptance, the Successful Tenderer shall deliver to the Employer a Security Deposit in any of the forms given below for an Amount equivalent to 5% of the Contract Price plus Additional Security for Unbalanced Tenders in accordance with Sub Clause 25.5 of ITT and Clause 43 of the Conditions of Contract.

- Banker's Cheque / Demand Draft / Pay Order in favour of "The Commissioner, BBMP, Bengaluru" payable at Bengaluru or
- A Bank Guarantee in the Form given in Section 10.
- Specified Small Saving Instruments pledged to "The Commissioner, BBMP, Bengaluru".

29.2 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.

29.3 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Contractor.

29.4 Failure of the Successful Tenderer to comply with the Requirements of Sub Clause 29.1 shall constitute

Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.

30. Advance Payment and Security

30.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the Maximum Amount as stated in the Contract Data.

31. Corrupt or Fraudulent Practices

31.1 The Employer requires that the Tenderers / Suppliers / Contractors, observe the Highest Standard of Ethics during the Procurement and Execution of such Contracts. In pursuance of this Policy, Employer

a. Will reject a Proposal for Award if it determines that the Tenderer recommended for Award has engaged in Corrupt or Fraudulent Practices in competing for the Contract in Question.

b. Will declare a Firm Ineligible, either Indefinitely or for a Stated Period of Time, to be awarded an Employer's Contract if it at any time determines that the Firm has engaged in Corrupt or Fraudulent Practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the Provision stated in Sub Clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Qualification and Tender Capacity of the Tenderer as provided for in Clause 3 of the Instructions to Tenderers.

1.1 Constitution or Legal Status of Tenderer [Attach Copy]

Place of Registration [Attach Copy]

Principal Place of Business

1.2 Details of Individual (s) who will serve as the point of Contact / Communication for the Tenderer:

a. Name
b. Designation
c. Company
d. Address
e. Telephone / Mobile Number
f. email Address:

1.3 Particulars of the Authorised Signatory of the Tenderer

a. Name
b. Designation
c. Address
d. Telephone / Mobile Number

1.4 Total Value of Civil Engineering Construction Works executed and Payments received in the last five years (in Rs. Lakh)

[Attach Certificate from Chartered Accountant]

2012 – 13 ___________
2013 – 14 ___________
2014 – 15 ___________
2015 – 16 ___________
2016 – 17 ___________

1.5 Work performed as Prime Contractor (in the same name) on Works of Similar Nature over during the Five Years specified in 1.4 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of Contract in Rs. Lakh	Date of Issue of Work Order	Specified Period of Completion	Actual Date of Completion	Remarks explaining Reasons for Delay in Completion of Work
1	2	3	4	5	6	7	8	9

Tenderer

Executive Engineer (PC – 2)
BBMP, Bengaluru

1.6 Quantities of Work Executed as Prime Contractor (in the same name) during the Last Five Years specified in 1.4 above.

Year	Name of Work	Name of Employer	Quantity of Work Performed[1]		Remarks (Indicate Contract Reference)
			Pavement Quality Concrete / White Topping (cum)	Bituminous Macadam (cum)	
2012 – 13					
2013 – 14					
2014 – 15					
2015 – 16					
2016 - 17					

[1] Items of Work for which Data is requested should tally with that specified in ITT Clause 3

1.7 Information on Works for which Tenders have been submitted and Works which are yet to be Completed as on the Date of this Tender.

(A) Existing Commitments and On Going Works

Description of Work	Place and State	Contract No. and Date	Name and Address of the Employer	Value of Contract (Rs. Lakhs)	Stipulated Period of Completion	Value of Works[2] remaining to be Completed (Rs. Lakh)	Anticipated Date of Completion
1	2	3	4	5	6	7	8

[2] Attach Certificates from Employer in charge.

(B) Works for which Tenders already submitted

Description of Work	Place and State	Name and Address of the Employer	Estimated Value of Works (Rs. Lakh)	Stipulated Period of Completion	Date when Decision is Expected	Remarks, if any
1	2	3	4	5	6	7

1.8. The following Items of Equipment are considered Essential for successfully carrying out the Works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement[3]			Owned and Available		Remarks
	No.	Capacity	Owned	No. / Capacity	Age / Condition	

[3] The Item of Equipment, Required Number and Capacity should match with those specified in ITT Clause 3.3 (a).

1.9 Reports on the Financial Standing of the Tenderer, such as Profit and Loss Statements and Auditor's Reports for the last Five Years.

1.10 Qualification and Experience of the Key Technical and Management Personnel in Permanent Employment with the Tenderer and those that are proposed to be Deployed on this Contract, if awarded.

1.11 Name, Address, Telephone, Telex and Fax Numbers of the Tenderers' Bankers who may provide References if contacted by the Employer.

1.12 Evidence of Access to Financial Resources to meet the Qualification Requirement specified in ITT Clause 3.3 (b): Cash in Hand, Letter of Credit, etc. List them below and attach Certificate from the Banker in the suggested Format as under.

BANKER'S CERTIFICATE

This is to certify that M/s. ________________________ is a reputed Company with a good Financial Standing. If the Contract for this work, namely __________________ (name of the work) is awarded to the above Firm, we shall be able to provide Over Draft / Credit Facilities to the extent of Rs. _________ to meet the Working Capital Requirements for executing the above Contract.

Sd/-
Name of the Bank, Senior Bank Manger
Address

Note: No Change in the above Bank Certificate Format is acceptable.

1.13 Proposals for Subcontracting Components of Works amounting to more than 20% of the Contract Price.

Item of Work	Value of Sub Contract	Identified Sub Contractor (Name and Address)	Experience of Similar Work[4]

[4] Attach Certificate from the respective Employers.

a. Information on Litigations in which the Tenderer is involved.

Other Party (ies)	Employer	Details of Dispute	Amount Involved	Remarks showing Present Status

b. The Proposed Methodology and Program of Construction backed with Equipment Planning and Deployment, duly supported with Broad Calculations and Quality Control Procedures proposed to be adopted, justifying their Capability of Execution and Completion of the Work as per Technical Specifications within the Stipulated Period of Completion as per Milestones.

Statement of Undertaking regarding Corporate Debt Restructuring (CDR) during the last five Financial Years as stated in Clause 3.3 d of Section: 2 Instructions to Tenderers (ITT)

To

Executive Engineer
Project Central – 2
Bruhat Bengaluru Mahanagara Palike
N. R. Square
Bengaluru – 560 002

Dear Sir

Sub: Tender for **"White Topping on Selected Roads in Bengaluru City under Package 1"** reg.

We hereby confirm that we have not undergone CDR during the last five Financial Years preceding the Tender Submission Due Date.

We also confirm that we are not undertaking CDR as on Tender Submission Due Date.

Thanking you

Yours faithfully

Authorized Signature:

Name and Title of Signatory:

Name of Tenderer:

Address:

Note: This Undertaking is to be signed by the Tenderer and is to be countersigned by the Statutory Auditor.

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works: **White Topping on Selected Roads in Bengaluru City under Package 1.**

To
Executive Engineer
Project Central – 2
Bruhat Bengaluru Mahanagara Palike
N. R. Square
Bengaluru – 560 002

Dear Sir

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of ________ [in figures] (____________) [in letters].[5]

This Tender and your Written Acceptance of it shall constitute a Binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the Laws against Fraud and Corruption in Force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender Validity and Earnest Money Deposit required by the Tender Documents.

We attach herewith our Current Income Tax Clearance Certificate.

Yours faithfully

Authorized Signature:

Name and Title of Signatory:

Name of Tenderer:

Address:

[5] To be filled in by the Tenderer, together with his Particulars and Date of Submission at the Bottom of the Form of Tender

Letter of Acceptance
(Letter Head Paper of the Employer)

Date:

To: [Name and Address of the Contractor]

Dear Sir

This is to notify you that your Tender dated ________ for execution of the **White Topping on Selected Roads in Bengaluru City under Package 1, No. EE/PC-2/TEND/03/2017-18 dated 24-05-2017** for the Contract Price of Rupees (___________) [amount in both Words and Figures], as corrected and modified in Accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security Deposit, in the form detailed in Clause No. 25.5 of ITT for an amount of Rs. ____________ within 20 days of the Receipt of this Letter of Acceptance valid upto 30 days from the Date of Expiry of Defects Liability Period i.e. upto __________ and sign the Contract, failing which action as stated in Clause No. 29.4 of ITT will be taken.

Yours faithfully

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to Proceed with the Work
(Letter Head of the Employer)

Date:

To: [Name and Address of the Contractor]

Dear Sir

Pursuant to your furnishing the requisite Security Deposit as stipulated in ITT Clause 29.1 and signing of the Contract Agreement for the **White Topping on Selected Roads in Bengaluru City under Package 1** for a Tender Price of Rs. ___________. You are hereby instructed to proceed with the execution of the said works in accordance with the Contract Documents.

Yours faithfully

(Signature, Name and Title of Signatory authorized to sign on behalf of Employer)

Agreement Form

Agreement

This Agreement, made on the _______ day of _____ 20___, between ________________________ [Name and Address of Employer] (hereinafter called "the Employer") of the one part and ______________________ [Name and Address of Contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor executes **White Topping on Selected Roads in Bengaluru City under Package 1, No. No. EE/PC-2/TEND/03/2017-18 dated 24-05-2017** (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a Contract Price of Rupees _____.

NOW THIS AGREEMENT WITNESSETH as follows.

1. In this Agreement, Words and Expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the Payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any Defects therein in conformity in all aspects with the Provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the Execution and Completion of the Works and Remedying the Defects wherein the Contract Price or such other Sum as may become payable under the Provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following Documents shall be deemed to form and be read and construed as part of this Agreement, viz.
   - i. Letter of Acceptance, Notice to proceed with the Works.
   - ii. Contractor's Tender.
   - iii. Contract Data.
   - iv. Conditions of Contract (including Special Conditions of Contract).
   - v. Specifications.
   - vi. Drawings.
   - vii. Bill of Quantities.
   - viii. Minutes of Pre Tender Meeting and
   - ix. Any other Document listed in the Contract Data as forming part of the Contract.

In witness whereof the Parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of ______________________________
was hereunto affixed in the presence of
Signed, Sealed and Delivered by the said ______________________________

in the Presence of
Binding Signature of Employer ______________________________
Binding Signature of Contractor ______________________________

SECTION 5: CONDITIONS OF CONTRACT

Table of Contents

Conditions of Contract

A. General

1. **Definitions**

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their Defined Meanings. Bold Letters are used to identify Defined Terms.

Bill of Quantities means the Priced and Completed Bill of Quantities forming part of the Tender.
Compensation Events are those defined in Clause 38 hereunder.
The **Completion Date** is the Date of Completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the Contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the Documents listed in Clause 2.2 below.
The **Contract Data** defines the Documents and other Information, which comprise the Contract.
The **Contractor** is a Person or Corporate Body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the Completed Tender Document submitted by the Contractor to the Employer.
The **Contract Price** is the Price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Provisions of the Contract.
Days are Calendar Days; **Months** are Calendar Months.
A **Defect** is any Part of the Works not completed in accordance with the Contract.
The **Defects Liability Period** is the Period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the Party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's Machinery and Vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the Date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an Extension of Time.
Materials are all Supplies, including Consumables, used by the Contractor for incorporation in the Works.
Plant is any Integral Part of the Works which is to have a Mechanical, Electrical, Electronic or Chemical or Biological Function.
The **Site** is the Area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any Modification or Addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence Execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a Person or Corporate Body who has a Contract with the Contractor to carry out a Part of the Work in the Contract which includes Work on the Site.
A **Variation** is an Instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. **Interpretation**

2.1 In interpreting these Conditions of Contract, Singular also means Plural, Male also means Female or Neuter, and the other way around. Headings have no Significance. Words have their Normal Meaning under the Language of the Contract unless specifically defined. The Employer will provide Instructions clarifying Queries about the Conditions of Contract.

2.2 The Documents forming the Contract shall be interpreted in the following Order of Priority.

i. Agreement.
ii. Letter of Acceptance, Notice to proceed with the Works.
iii. Contractor's Tender.
iv. Contract Data.
v. Conditions of Contract (including Special Conditions of Contract).
vi. Specifications.
vii. Drawings.
viii. Bill of Quantities.
ix. Minutes of Pre Tender Meeting and
x. Any other Document listed in the Contract Data as forming Part of the Contract.

3. Law Governing Contract

3.1 The Law Governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's Decisions

4.1 Except where otherwise specifically stated, the Employer will decide Contractual Matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his Duties and Responsibilities to other people after notifying the Contractor and may cancel any Delegation after notifying the Contractor.

6. Communications

6.1 Communications between Parties which are referred to in the Conditions are effective only when in writing. A Notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

Deleted.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other Contractors, Public Authorities, Utilities and the Employer.

9. Personnel

9.1 The Contractor shall employ the Technical Personnel (of Number and Qualifications) as may be stipulated by the BBMP from time to time during the Execution of the Work. The Technical Staff so employed shall be available at Site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's Staff or his Work Force stating the Reasons, the Contractor shall ensure that the Person leaves the Site within Seven Days and has no further Connection with the work in the Contract.

10. Employer's and Contractor's Risks

10.1 The Employer carries the Risks which this Contract states are Employer's Risks, and the Contractor carries the Risks which this Contract states are Contractor's Risks.

11. Employer's Risks

11.1 The Employer is responsible for the Excepted Risks, which are

a. Rebellion, Riot Commotion or Disorder unless solely restricted to Employees of the Contractor arising from the conduct of the Works; or

b. A Cause due solely to the Design of the Works, other than the Contractor's Design; or
c. Any Operation of the Forces of Nature (in so far as it occurs on the Site) which an Experienced Contractor
   i. Could not have reasonably foreseen; or
   ii. Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following Measures.
      - Prevent Loss or Damage to Physical Property from occurring by taking Appropriate Measures or
      - Insure against such Loss or Damage.

12. Contractor's Risks

12.1 All Risks of Loss or Damage to Physical Property and of Personal Injury and Death, which arise during and in consequence of the Performance of the Contract other than the Excepted Risks, are the Responsibility of the Contractor.

13. Insurance

13.1 The Contractor shall prior to commence the works, effect and thereafter maintain Insurances, in the Joint Names of the Employer and the Contractor (cover from the First Working Day after the Start Date to the End of Defects Liability Period) in the Amounts stated in the Contract Data:

a. For Loss or Damage to the Works, Plants and Materials and the Contractor's Equipment;
b. For Liability of both Parties for Loss, Damage, Death and Injury to Third Parties or their Property arising out of the Contractor's Performance of the Contract including the Contractor's Liability for Damage to the Employer's Property other than the Works and
c. For Liability of both Parties and of any Employer's Representative for Death and Injury to the Contractor's Personnel except to the Extent that Liability arises from the Negligence of the Employer, any Employer's Representative or their Employees.

13.2 Policies and Certificates for Insurance shall be delivered by the Contractor to the Employer for his Approval before the Start Date. All such Insurances shall provide for Compensation to be payable to rectify the Loss or Damage incurred. All Payments received from Insurers relating to Loss or Damage shall be held jointly by the Parties and used for the Repair of the Loss or Damage or as Compensation for Loss or Damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the Insurances referred to in the previous Sub Clauses or fails to provide Satisfactory Evidence, Policies or Receipts, the Employer may without Prejudice to any other Right or Remedy, effect Insurance for the Cover relevant to such Default and pay the Premiums due and recover the same as a Deduction from any other Monies due to the Contractor. If no Payment is due, the Payment of the Premiums shall be a Debt Due.

13.4 Alterations to the Terms of Insurance shall not be made without the Approval of the Employer.

13.5 Both Parties shall comply with any Conditions of the Insurance Policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Tender, shall rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any Information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify Queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specifications and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence Execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the Approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the Design of Temporary Works.

18.3 The Employer's approval shall not alter the Contractor's Responsibility for Design of the Temporary Works.

18.4 The Contractor shall obtain Approval of Third Parties for the Design of the Temporary Works where required.

18.5 All Drawings prepared by the Contractor for the Execution of the Temporary or Permanent Works, are subject to prior Approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be Responsible for the Safety of all Activities on the Site.

20. Discoveries

20.1 Anything of Historical or other Interest or of Significant Value unexpectedly Discovered on the Site is the Property of the Employer. The Contractor is to notify the Employer of such Discoveries and carry out the Employer's Instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give Possession of all parts of the Site to the Contractor. If Possession of a Part is not given by the Date stated in the Contract Data, the Employer is deemed to have delayed the Start of the Relevant Activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any Person authorized by the Employer Access to the Site, to any Place where Work in connection with the Contract is being carried out or is intended to be carried out and to any Place where Materials or Plant are being manufactured / fabricated / assembled for the Works.

23. Instructions

23.1 The Contractor shall carry out all Instructions of the Employer which comply with the Applicable Laws where the Site is located.

24. Procedure for Resolution of Disputes

24.1 If the Contractor is not satisfied with the Decision taken by the Employer, the Dispute shall be referred by either Party to Arbitration within 30 days of the Notification of the Employer's Decision.

24.2 If neither Party refers the Dispute to Arbitration within the above 30 days, the Employer's Decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the Arbitration Procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

25.1 Within the Time stated in the Contract Data, the Contractor shall submit to the Employer for Approval

a Program showing the General Methods, Arrangements, Order and Timing for all the Activities in the Works.

25.2 The Employer's Approval of the Program shall not alter the Contractor's Obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A Revised Program is to show the Effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 Days of the Contractor asking the Employer for a Decision upon the Effect of a Compensation Event or Variation and submitting Full Supporting Information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the Start or Progress of any Activity within the Works.

28. Management Meetings

28.1 The Employer may require the Contractor to attend a Management Meeting. The Business of a Management Meeting shall be to review the Progress Achieved and the Plans for Remaining Work.

28.2 The Responsibility of the Parties for Actions to be taken is to be decided by the Employer either at the Management Meeting or after the Management Meeting and stated in writing to be distributed to all who attended the Meeting.

C. Quality Control

29. Identifying Defects

29.1 The Employer shall check the Contractor's Work and notify the Contractor of any Defects that are found. Such Checking shall not affect the Contractor's Responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any Work that the Employer considers may have a Defect.

30. Tests

30.1 If the Employer instructs the Contractor to carry out a Test not Specified in the Specification to check whether any Work has a Defect and the Test shows that it does, the Contractor shall pay for the Test and any Samples. If there is no Defect the Test shall be a Compensation Event.

31. Correction of Defects

31.1 The Employer shall give Notice to the Contractor of any Defects before the End of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time Notice of a Defect is given, the Contractor shall correct the Notified Defect within the Length of Time specified by the Employer's Notice.

32. Uncorrected Defects

32.1 If the Contractor has not corrected a Defect within the Time Specified in the Employer's Notice, the Employer will assess the Cost of having the Defect corrected, and the Contractor will pay this Amount.

D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain Items for the Construction, Installation, Testing and Commissioning Work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the Quantity of the Work done at the Rate in the BOQ for each Item.

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the Progress of the Work by him.

a. Increase or decrease of any Item of Work included in the Bill of Quantities (BOQ).
b. Omit any Item of Work.
c. Change the Character or Quality or Kind of any Item of Work.
d. Change the Levels, Lines, Positions, Locations and Dimensions of any Part of the Work.
e. Execute Additional Items of Work of any kind necessary for the Completion of the Works and
f. Change in any Specified Sequence, Methods or Timing of Construction of any Part of the Work.

34.2 The Contractor shall be bound to carry out the Work in accordance with any Instructions in this Connection, which may be given to him in Writing by the Employer and such Alteration shall not vitiate or invalidate the Contract.

34.3 Variations shall not be made by the Contractor without an Order in Writing by the Employer, provided that no Order in Writing shall be required for Increase or Decrease in the Quantity of an Item appearing in the BOQ so long as the Work executed conforms to the Approved Drawings.

34.4 The Contractor shall promptly request in Writing to the Employer to confirm Verbal Orders and if no such Confirmation is received within 15 days of Request, it shall be deemed to be an Order in Writing by the Employer.

35. Payments for Variations

35.1 Payment for Increase in the Quantities of an Item in the BOQ upto 25% of that provided in the Bill of Quantities shall be made at the Rates quoted by the Contractor.

35.2 For Quantities in Excess of 125% of the Tendered Quantity of an Item as given in the BOQ, the Contractor shall be paid at the Rate entered in or derived from the Schedule of Rates (applicable for the Area of the Work and Current at the Time of Award of Contract) plus or minus the Overall Percentage of the Original Tendered Rates over the Current Schedule of Rates prevalent at the Time of Award of Contract.

35.3 If there is no Rate for the Additional, Substituted or Altered Item of the Work in the BOQ, Efforts would be made to derive the Rates from those given in the BOQ or the Schedule of Rates (Applicable for the Area of the Work and Current at the Time of Award of Contract) and if found Feasible, the Payment would be made at the Derived Rate for the Item plus or minus the Overall Percentage of the Original Tendered Rates over the Current Schedule of Rates prevalent at the Time of Award of Contract.

35.4 If the Rates for Additional, Substituted or Altered Item of Work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his Quotation for the Items supported by Analysis of the Rate or Rates claimed, within 7 days.

35.5 If the Contractor's Quotation is determined Unreasonable, the Employer may order the Variation and make a Change to the Contract Price which shall be based on Employer's own Forecast of the Effects of the Variation on the Contractor's Costs.

35.6 If the Employer decides that the Urgency of Varying the Work would prevent a Quotation being given and considered without Delaying the Work, no Quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no Circumstances, the Contractor shall suspend the Work on the Plea of Non Settlement of

Rates for Items falling under this Clause.

36. Submission of Bills for Payment

36.1 The Contractor shall submit to the Employer Monthly Bills of the Value of the Work completed less the Cumulative Amount Paid previously.

36.2 The Employer shall check the Contractor's Bill and determine the Value of the Work executed which shall comprise of (i) Value of the Quantities of the Items in the BOQ Completed and (ii) Valuation of Variations and Compensation Events.

36.3 The Employer may exclude any Item paid in a Previous Bill or reduce the Proportion of any Item previously paid in the Light of Later Information.

37. Payments

37.1 Payments shall be adjusted for Deductions for Advance Payments, other than Recoveries in Terms of the Contract and Taxes at Source as applicable under the Law. The Employer shall pay the Contractor within 60 Days of Submission of the Bill. The Contractor shall be liable to pay Liquidated Damages for Shortfall in Progress. For Progress beyond the Agreed Programme, Payment is subject to Availability of the Grants.

37.2 Items of the Works for which no Rate or Price has been entered in, will not be paid for by the Employer and shall be deemed covered by other Rates and Prices in the Contract.

38. Compensation Events

38.1 The following are Compensation Events unless they are caused by the Contractor.

a. The Employer does not give Access to a Part of the Site by the Site Possession Date stated in the Contract Data.
b. The Employer orders a Delay or does not issue Drawings, Specifications or Instructions Required for Execution of Works on time.
c. The Employer instructs the Contractor to uncover or to carry out Additional Tests upon Work which is then found to have no Defects.
d. The Employer gives an Instruction for dealing with an Unforeseen Condition, caused by the Employer, or Additional Work required for Safety or other Reasons.
e. The Effect on the Contractor of any of the Employer's Risks.
f. The Employer unreasonably delays issuing a Certificate of Completion.
g. Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause Additional Cost or would prevent the Work being completed before the Intended Completion Date, the Contract Price shall be increased and / or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as Information demonstrating the Effect of each Compensation Event upon the Contractor's Forecast Cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's Forecast is deemed Unreasonable, the Employer shall adjust the Contract Price based on Employer's own Forecast. The Employer will assume that the Contractor will react competently and promptly to the Event.

38.4 The Contractor shall not be entitled to Compensation to the Extent that the Employer's Interests are adversely affected by the Contractor not having given Early Warning or not having cooperated with the Employer.

39. Tax

39.1 The Rates quoted by the Contractor shall be deemed to be inclusive of the Sales and Other Taxes that the Contractor will have to pay for the Performance of this Contract. The Employer will perform such

Duties in regard to the Deduction of such Taxes at Source as per Applicable Law.

40. Price Adjustment

Star Rates in respect of Cement, Steel and Bitumen only shall be payable to the Contractor based on the All India Average Wholesale Price Index for the said Materials. The Star Rates Adjustment shall be as per the Increase or Decrease in the Index as applied to the said Materials between the Last Date for Receiving Tenders and the Date of Execution as per the Approved Programme of Works submitted by the Contractor at the Time of Execution of Agreement, which shall mandatorily be a Part of the Agreement.

41. Liquidated Damages

41.1 The Contractor shall pay Liquidated Damages to the Employer at the Rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date for the whole of the Works as stated in the Contract Data. The Total Amount of Liquidated Damages shall not exceed the Amount defined in the Contract Data. The Employer may deduct Liquidated Damages from Payments due to the Contractor. Payment of Liquidated Damages does not affect the Contractor's Liabilities.

41.2 If the Intended Completion Date is extended after Liquidated Damages have been paid, the Employer shall correct any Overpayment of Liquidated Damages by the Contractor by adjusting the Next Payment of Bill.

42. Advance Payments

42.1 The Employer shall make Payment to the Contractor of the Amounts stated in the Contract Data by the Date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a Form acceptable to the Employer issued by a Nationalized / Scheduled Bank in Amounts equal to the Advance Payment. The Guarantee shall remain Effective until the Advance Payment has been repaid, but the Amount of the Guarantee shall be progressively reduced by the Amounts repaid by the Contractor. Interest will not be charged on the Advance Payment.

42.2 The Contractor is to use the Advance Payment only to pay for Mobilization Expenses required specifically for Execution of the Works. The Contractor shall demonstrate that Advance Payment has been used in this way by Supplying Copies of Invoices or other Documents to the Employer.

42.3 The Advance Payment shall be repaid by Deducting Proportionate Amounts from Payments otherwise due to the Contractor, following the Schedule of Completed Percentages of the Works on a Payment Basis. No account shall be taken of the Advance Payment or its Repayment in assessing Valuation of the Work done, Variations, Price Adjustments, Compensation Events or Liquidated Damages.

43. Securities

43.1 The Security Deposit (including Additional Security for Unbalanced Tenders) shall be provided to the Employer no later than the Date Specified in the Letter of Acceptance and shall be issued in an Amount and Form and Type of Instrument acceptable to the Employer. The Security Deposit shall be valid until a date 30 days from the Date of Expiry of Defects Liability Period and the Additional Security for Unbalanced Tenders shall be valid until a date 30 days from the Date of Issue of the Certificate of Completion.

44. Cost of Repairs

44.1 Loss or Damage to the Works or Materials to be incorporated in the Works between the Start Date and the End of the Defects Correction Periods shall be remedied by the Contractor at the Contractor's Cost if the Loss or Damage arises from the Contractor's Acts or Omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a Certificate of Completion.

47. Final Account

47.1 The Contractor shall supply to the Employer a Detailed Account of the Total Amount that the Contractor considers Payable under the Contract before the End of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any Final Payment that is due to the Contractor within 90 days of receiving the Contractor's Account if it is Correct and Complete. If it is not, the Employer shall issue within 90 days a Schedule that states the Scope of the Corrections or Additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the Amount Payable to the Contractor and make Payment within 60 days of receiving the Contractor's Revised Account.

48. As Built Drawings and / or Operating and Maintenance Manuals

48.1 If "As Built" Drawings and / or Operating and Maintenance Manuals are required, the Contractor shall supply them by the Dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the Dates stated in the Contract Data, or they do not receive the Employer's Approval, the Employer shall withhold the Amount stated in the Contract Data from Payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other Party causes a Fundamental Breach of the Contract.

49.2 Fundamental Breaches of Contract include, but shall not be limited to the following.

a. The Contractor stops work for 45 days when No Stoppage of Work is shown on the Current Program and the Stoppage has not been authorized by the Employer.
b. The Contractor becomes Bankrupt or goes into Liquidation other than for a Reconstruction or Amalgamation.
c. The Employer gives Notice that Failure to correct a Particular Defect is a Fundamental Breach of Contract and the Contractor fails to correct it within a Reasonable Period of Time determined by the Employer.
d. The Contractor does not maintain a Security which is required.
e. The Contractor has delayed the Completion of Works by the Number of Days for which the Maximum Amount of Liquidated Damages can be paid as defined in the Contract data; and
f. If the Contractor, in the judgment of the Employer has engaged in Corrupt or Fraudulent Practices in competing for or in the Executing the Contract.

For the purpose of this paragraph "**Corrupt Practice**" means the Offering, Giving, Receiving or Soliciting of any thing of Value to influence the Action of a Public Official in the Procurement Process or in Contract Execution. "**Fraudulent Practice**" means a Misrepresentation of Facts in order to influence a Procurement Process or the Execution of a Contract to the Detriment of the Borrower and includes Collusive Practice among Tenderers (prior to or after Tender Submission) designed to establish Tender Prices at Artificial Non Competitive Levels and to deprive the Borrower of the Benefits of Free and Open Competition.

49.3 When either Party to the Contract gives Notice of a Breach of Contract to the Employer for a Cause other than those Listed under Sub Clause 49.2 above, the Employer shall decide whether the Breach is Fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for Convenience.

49.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site Safe and Secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a Fundamental Breach of Contract by the Contractor, the Employer shall prepare Bill for the Value of the Work done Less Advance Payments received upto the Date of the Bill, Less other Recoveries Due in Terms of the Contract, Less Taxes Due to be deducted at Source as per Applicable Law and Less the Percentage to apply to the Work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the Total Amount due to the Employer exceeds any Payment due to the Contractor, the Difference shall be a Debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's Convenience or because of a Fundamental Breach of Contract by the Employer, the Employer shall prepare Bill for the Value of the Work done, the Reasonable Cost of Removal of Equipment, Repatriation of the Contractor's Personnel employed solely on the Works and the Contractor's Costs of protecting and securing the Works and Less Advance Payments received upto the Date of the Certificate, Less other Recoveries due in Terms of the Contract and Less Taxes due to be deducted at Source as per Applicable Law and make Payment accordingly.

51. Property

51.1 All Materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the Property of the Employer, if the Contract is terminated because of a Contractor's Default.

52. Release from Performance

52.1 If the Contract is frustrated by any Event entirely Outside the Control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site Safe and stop work as quickly as possible after receiving this Certificate and shall be paid for all Work carried out before receiving it and for any Work carried out afterwards to which Commitment was made.

F. Special Conditions of Contract

The following Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract and Instructions to Tenderers as an Extension and not in Limitation of the Obligations of the Contract. In case of Discrepancy between these Special Conditions of Contract and the General Conditions of Contract, the decision of the Employer shall be final and binding on the Contractor.

1. Labour

The Contractor shall, unless otherwise provided in the Contract, make his own Arrangements for the Engagement of all Staff and Labour, Local or Other, and for their Payment, Housing, Feeding and Transport.

The Contractor shall, if required by the Employer, deliver to the Employer a Return in Detail, in such Form and at such Intervals as the Employer may prescribe, showing the Staff and the Numbers of the Several Classes of Labour from time to time employed by the Contractor on the Site and such other Information as the Employer may require.

2. **Compliance with Labour Regulations**
During Continuance of the Contract, the Contractor shall abide at all times by all existing Labour Enactments and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government or Local Authority and any other Labour Law (including Rules), Regulations, Bye Laws that may be passed or Notification that may be issued under any Labour Law in future either by the State or the Central Government or the Local Authority. The Contractor shall keep the Employer Indemnified in case any action is taken against the Employer by the Competent Authority on Account of Contravention of any of the Provisions of any Act or Rules made there under, Regulations or Notifications including Amendments. If the Employer is caused to pay or reimburse, such Amounts as may be necessary to cause or observe, or for Non Observance of the Provisions Stipulated in the Notifications / Bye Laws / Acts / Rules / Regulations including Amendments, if any, on the part of the Contractor, Employer shall have the Right to deduct any Money due to the Contractor including his Amount of Security Deposit. The Employer shall also have Right to recover from the Contractor any Sum required or estimated to be required for making Good the Loss or Damage suffered by the Employer. The Employees of the Contractor in no case shall be treated as the Employees of the Employer at any point of time.

3. **Protection of Environment**
The Contractor shall take all Reasonable Steps to protect the Environment on and off the Site and to avoid Damage or Nuisance to Persons or to Property of the Public or others resulting from Pollution, Noise or other Causes arising as a Consequence of his Methods of Operation. During Continuance of the Contract, the Contractor shall abide at all times by all Existing Enactments on Environmental Protection and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government, or Local Authorities and any other Law, Bye Law, Regulations that may be passed or Notification that may be issued in this respect in future by the State or Central Government or the Local Authority.

4. **Possession of the Site**
The Employer shall give the possession of the Site to the Contractor based on the mutually agreed Construction Schedule between the Employer and the Contractor. If Possession of a Part is not given as per the mutually agreed Schedule then the Employer will assess the Probable Delay that may arise due to non availability of that particular part of Site to the Contractor.

5. The Tender Documents uploaded in the e – Procurement Portal, Tender Terms arrived at during Process of Clarifications together with the Letter of Acceptance thereof, shall constitute a Binding Contract between the Successful Tenderer and the Employer and shall form the Foundation of the Rights and Obligation of both the Parties.

6. The Several Documents forming the Contract are to be taken as mutually explanatory of one another, Detailed Drawings being followed in preference to Small Scale Drawings and Figured Dimensions in preference to the Measured Ones. Special Conditions shall be followed in preference to General Conditions / Clauses of the Contract. Particular Specifications shall be followed in preference to General Specifications applicable to the Contract.

7. In case of Discrepancy / Inconsistency between the Description in the Scope of Works, Specifications, Nomenclature of Items and / or the Drawings, Conditions of Contract, Qualification Document and if there are Varying or Conflicting Provisions made in any Document forming Part of the Contract, the Employer shall be the Deciding Authority with regard to the Intention / Interpretation of the Document and his Decision shall be final and binding on the Contractor without any reservations.

8. The Right to carry out the Work either in Conformity with or in a Manner entirely different from the Terms of this Tender Document that may be considered most suitable before or subsequent to the Receipt of Tenders due to Exigencies of Work is reserved with the Employer.

9. Any Error in Description or any Omissions there from, shall not vitiate the Contract or release the Contractor from the Execution of the whole or any part of the Works comprised therein according to Drawings and Specifications or from any of his Obligations under the Contract.

10. The Work shall not be subcontracted.

11. Time is the Essence of the Contract and it shall be clearly understood that the Contractor is bound to complete the Work in every respect within the Intended Completion Period as stated in the Contract Data.

12. Within ten days from the Date of Signing the Agreement, the Contractor shall submit to the Employer for his Approval, a Time and Progress Chart in direct relation to the Intended Completion Period stated in the Contract Data for Completion of the Items or Groups of Items of Work and for the Contract as a whole. It shall indicate the Procedure and Method in which the Work is proposed to be carried out, the Forecast of the Dates of Commencement and Completion of Various Grades or Sections and the Arrangements regarding Constructional Plant and Temporary Works, which the Contractor intends to make. The Programme of Work may be amended as and when necessary by Agreement between the Employer and the Contractor within the Limitations of Time imposed by the Contract Documents.

a. The Total Work to be executed shall be divided into seven to ten Milestones on mutually agreed Schedule between the Employer and the Contractor. These Milestones shall be based on Financial Progress in concurrence with respective Physical Progress. Progress of Work will be reviewed monthly / at the end of the each Milestone. In case the Progress achieved falls short by more than 25% of the Cumulative Programme, the Reasons for such Shortfall shall be examined and a Record made thereof apportioning the Responsibilities for the Delay between the Contractor and the Employer. This Record shall be signed in full and dated by both the Employer and the Contractor.

b. In respect of the Shortfall in Progress (reviewed monthly / at the end of the each Milestone), assessed as due to the Delay on the Part of the Contractor, the Contractor shall be Liable to pay Liquidated Damages as stated in the Contract Data. In case the Contractor picks up the Progress and completes all Works as per Tender within the Intended Completion Period, the Entire Amount so recovered above will be returned back to the Contractor without any Interest. The Time of Completion is to be certified by the concerned Chief Engineer.

13. On the basis of Project Scheduling, the Contractors shall also supply Monthly Bar Chart for Completion of each Item of Work and other necessary Information for monitoring the Progress of the Work. The Contractor shall also supply suitably Updated Monthly Bar Charts, etc. incorporating inter alia the Decision taken during Site Inspections / Review Meetings.

14. The Approval of the above Programme by the Employer shall not absolve or relieve the Contractor of any of his Responsibilities to complete the whole of the Works by the Intended Completion period or Extended Completion Period, if any.

15. **Progress of Work**

The Contractor shall give the Employer on the 4th Day of each Month a Progress Report of the Work

done during the Previous Month.

The Progress of Work will be reviewed periodically by the Employer with the Contractor and Shortfalls, if any sorted out, the Contractor shall thereupon take such Action as may be necessary to bring back his Work to Schedule without any Additional Cost to the Employer by employing Overtime Operations, increasing the Number of Shifts, Capacity of the Equipment or otherwise as directed by the Employer and nothing shall be paid extra.

16. **Drawings to be kept at Site**

The Required Sets of the Drawings as approved by the Employer shall be kept by the Contractor at the Site and the same shall at all reasonable time be available for Inspection and Use by the Employer and his approved Representative and any other person authorized by the Employer in writing.

17. **Inspection of Works**

In addition to the Provisions of Relevant Clauses of the Contract, the Work shall also be open to Inspection by the Employer and his approved Representative. The Contractor shall at all times during the Usual Working Hours and at all times at which Reasonable Notices of the Intention of the Employer or his approved Representative as stated above to visit the Works shall have been given to the Contractor, either himself be present to receive the Orders and Instructions or have a responsible Site Engineer duly accredited in writing, to be present for that Purpose.

18. **Foreign Exchange**

It shall be clearly understood that no Foreign Exchange shall be made available for the Purpose of Equipment, Plants, Machinery or Materials of any kind or any other Items / Purposes required to be carried out in Execution of the Work. It shall be clearly understood that no Foreign Exchange required for importing Equipments, Materials for Tools, Plants and Machinery, etc. that may be required in carrying out the Work, even from the Rupee Payment Country will be made available.

19. The Contractor shall make his own arrangement at his own Cost for the Provision of Telephone Facilities at the Site of Works or at any other place.

20. No Accommodation is available at the Site of Work for Office, Residence, Labour, Store, Casting Yard, etc. and the Contractor has to make his own Arrangement and no Claim whatsoever on this account shall be entertained.

21. The Contractor shall make his own arrangement for the Disposal of the Spoils / Excavated Earth / Debris from the Works to such Place, approved by the Employer, where the same shall not cause Nuisance and shall be acceptable to the Authorities concerned.

22. The Electric and Water Connections to be obtained for use of the Work under the Contract are subject to the following Conditions.

    a. The Contractor shall make his own arrangement for Electricity and Water Supply. However, the Employer will assist the Contractor to get Power from the concerned Department at the Contractor's Cost.
    b. The Employer shall in no way be Responsible for any Delay in getting the Electric Connection and Water and no Claim on this account whatsoever, shall be entertained. It shall be clearly understood that the Contractor has to make his own Arrangement for Generators for use before the Electric Connection is made available and also to be used as a Stand by Arrangement in case of Power Failure, etc. or in the case of Disconnection of Electric Supply by the concerned Department for any reason.

23. **Safety of Workers**
In respect of all Labour directly or indirectly employed in the Work for the Performance of the Contractor's Part of this Agreement, the Contractor shall at his own Expense arrange for the Safety Provisions as per Indian Standard Safety Codes shown below and shall at his own Expense provide all Facilities in connection there with. In case, the Contractor fails to make Arrangement and provide Necessary Facilities as aforesaid, he shall be liable to pay **Rs. 10000/-** per Day for each day of Delay from the Date of Notice issued to the Contractor ion this regard and in addition the Employer shall be at liberty to make Arrangement and provide Facilities as aforesaid and recover the Cost incurred on that behalf from the Contractor, and no Claims whatsoever shall be entertained.

i.	IS: 3696 (Part I) – 1966	Safety Code for Scaffolds and Ladders
ii.	IS: 3696 (Part II) – 1966	Safety Code for Scaffolds and Ladders, Part II Ladders
iii.	IS: 3764 – 1966	Safety Code for Excavation Work
iv.	IS 4081 – 1967	Safety Code for Blasting and Drilling Operations
v.	IS: 4138 – 1977	Safety Code for Working in Compressed Air
vi.	IS: 5121	Safety Code for Piling and other Deep Foundations
vii.	IS: 5916 – 1970	Safety Code for Construction involving Use of Hot Bituminous Materials
viii.	IS: 7293 – 1974	Safety Code for Working with Construction Machinery
ix.	IS: 7969 –1975	Safety Code for Storage and Handling of Building Materials
x.	Any other Code and / or as per directions of the Employer.	

24. The Employer shall have Full Powers to send Workmen and employ on the Premises to execute Fittings and other Work not included in the Contract. For whole Operations, the Contractor is to afford every Reasonable Facility during Ordinary Working Hours provided that such Operations shall be carried on in such a manner as not to impede the Progress of the Work included in this Contract in the opinion of the Employer.

25. The Contractor shall conduct his Work so that not to interfere with or hinder the Progress or Completion of the Work being performed by other Contractors, Piece Workers or by the Employer and shall as far as possible arrange his Work and shall place and dispose the Operations of the other Contractors, Piece Workers, or of the Employer. The Contractor shall arrange his Work with that of the others in an Acceptable Manner and shall perform it in Proper Sequence to the complete Satisfaction of the Employer at the Contractor's own Cost.

26. **No Waiving of Legal Rights and Powers**
The Employer shall not be precluded or stopped from taking any Measurements and Framing of Estimates or Detaining any Certificates made either before or after the Completion and Acceptance of the Work and Payment, from showing the True Amount and Character of the Works Performed and Materials furnished by the Contractor and from showing that any such Measurements, Estimates or Certificates Untrue or incorrectly made and that the Employer shall not be precluded or stopped from recovering from the Contractor and such Damages as it may be sustained by Reasons of his Failure to comply with the Terms and Conditions of the Contract. Neither the Acceptance by the Employer nor any Payment for Acceptance of the whole or any part of the Work nor any Extension of Time nor any Possession taken by the Employer shall operate as a Waiver of any Portion of the Contract or any Power herein reserved or of any Risk to Damage. A Waiver of any Breach of the Contract shall not be held to be a Waiver of any other or subsequent Breach.

27. **Night Work**
For Completing the Work well within the Intended Completion Period, the Contractor is required to

work in three shifts (including Night Work) and no Claim whatsoever shall be entertained on this account, not withstanding, the Fact that the Contractor will have to pay to the Labours and other Staff engaged directly or indirectly on the Work according to the Provisions of the Labour Regulations and the Agreement entered into and for Extra Amounts towards any other Reason. None of the Permanent Works shall be carried out during Night or on Authorized Public Holidays without the permission in writing of the Employer except when Work is unavoidable or absolutely necessary for the Safety of Life, Property or Work in which case the Contractor shall immediately advise the Employer accordingly, provided that the Provisions of this Condition shall not be Applicable in the case of any Work which is customary to carry out by Rotation or in Double Shift.

28. No Work shall be covered or put out of View without the approval of the Employer or his approved Representative and the Contractor shall afford Full Opportunity for Examination of such Services before these are permanently installed or extended thereof as per Site Requirement.

29. The Execution of any Items of Work where any Incidental Work is actually required but not specifically stated in the Tender Document, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing extra on account of such Incidental Charges, if any, shall be paid.

30. No Payment will be made to the Contractor for Damage caused by Rains, or other Natural Calamities or Accidents or Acts of God, during the Execution of the Works and no such Claim on this account will be entertained.

31. The Contractor is required to submit Rates of all Items he has used to derive the Tendered Price inclusive of Cost of all Labour, Materials, Plant, Machinery, Equipments, Carriage and other Inputs, Taxes, Royalties, etc.

32. The Contractor shall maintain in Good Condition all Work till the Completion of entire Work allotted to him. From the Commencement of the Work to the Completion of the same, the Work is to be under the Contractor's Charge. The Contractor is to be held Responsible for and to make good all Injuries, Damages and Repairs, rendered necessary by Fire, Rain, Traffic, Floods or other Causes. The Employer shall not be held Responsible, for any Claims for Injuries to Personal Workmen or for Structural Damage to Property happening from any Neglect, Default, Want of Proper Care or Misconduct on the Part of the Contractor or of any other of his authorized Representatives in his Employment during the Execution of the Work. The Compensation, if any, shall be paid directly to the Department / Authority / Persons concerned, by the Contractor at his own Cost.

33. The Contractor will take all Necessary Measures for the Safety of Workers during Construction and provide, erect and maintain such Barricades, including Signs, Markings, Flags and Lights, as necessary, all around the Excavation / Construction Area and at such Intermediate Points, as directed by the Employer including the Proper Identification of the Construction Areas. He shall be Responsible for all Damages and Accidents on account of Construction and other Relevant Activities. Nothing shall be paid extra on account of above.

The Temporary Warning Signs / Lamps shall be installed at all Barricades during the Hours of Darkness and kept lit there at all times during these hours and nothing shall be paid extra.

The above Provisions shall be followed strictly and at no time the Construction / Excavation Areas are to be left Unbarricaded or without Red Lamps during the Hours of Darkness. Failure to comply with the Requirements mentioned in the Preceding Paragraphs shall be deemed to be a Breach of Contract on the Part of the Contractor for which the Contractor shall be Liable to action under Relevant Clauses

/ Conditions of the Agreement.

In addition to other Actions being taken for such Breach of Contract, the Contractor shall be liable to pay compensation @ Rs. 10000/- per Sqm of Area left Unbarricaded.

The Employer shall give Notice to the Contractor for such Barrication and the Contractor shall comply with the same within one day of such Notice failing which he shall be liable to pay the above Compensation and Actions for the said Breach of Contract. The Decision of the Employer in respect of the above shall be final and binding. The Contractor shall be held fully responsible for any lapses and consequent losses (Damages, Injuries, Death, etc.) in this regard.

The Contractor shall use every Reasonable Means to prevent any of Roads, Bridges communicating with or on the Routes to the Site from being damaged by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes and Vehicles to avoid such Unnecessary Damages.

34. The Contractor shall assume all Liabilities, Financial or otherwise in connection with his Contract and shall protect and save the Employer from any and all Damages and Claims that may arise because of the Presence and Operations of others working on or near the Site. The Contractor shall assume all Responsibilities for all Work not completed or accepted because of the Presence and Operations of other Contractors or Piece Workers or of the Employer.

35. At the time of Construction, the Contractor shall embed all Electrical / other Fixtures like Base Plates, Brackets, Conduits, etc. as per the Directions of the Employer. Nothing Extra whatsoever will be payable on this account.

36. For execution of any Items of Work where Incidental Works such as Bailing out Water, Shoring, etc. are actually required but not specifically stated in the Tender, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing Extra on account of such Incidental Charges, if any, shall be paid.

37. Any Upgradation in Technology in terms of Construction Procedures / Construction Materials / Construction Equipments will be adopted from time to time on mutual consents of the Employer and the Contractor.

38. **Arbitration (Clause 24)**

38.1 The Procedure for Arbitration shall be as follows.

a. In case of Dispute or Difference arising between the Employer and the Contractor relating to any Matter arising out of or connected with this Agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The Disputes or Differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by Agreement between the Parties; failing such Agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure).
b. Arbitration Proceedings shall be held at Bengaluru, Karnataka State.
c. The Cost and Expenses of Arbitration Proceedings will be paid as determined by the Arbitrator. However, the Expenses incurred by each Party in connection with the Preparation, Presentation, etc. shall be borne by each Party itself.
d. Performance under the Contract shall continue during the Arbitration Proceedings and Payments due to the Contractor by the Employer shall not be withheld, unless they are the Subject Matter of the Arbitration Proceedings.

39. **Quality Control Tests**

The Contractor shall arrange adequately equipped own Laboratory Facility Set up at Site for Site Control on the Quality of Materials and carry out all the Tests as per the Provision of BIS, MoRT&H Specifications and as per the Instructions of the Employer / Employer's Representative.

Further, the Contractor shall adopt Construction Machineries, Execution Methodology, Quality Control System, Safety Management, etc. as per the prevailing State – of – the – Art Facilities in prior consent with the Employer.

40. The Employer might deploy Employer's Representative for Design Checking and Approval, Work Supervision, Quality Control and Supervision, Progress Monitoring, Safety Monitoring, etc. The Contractor shall abide by the Instructions / Suggestions given by the Employer's Representative for the successful completion of the Project.

41. **Existing Services / Utility Lines**

Existing Drains, Pipes, Cables, Overhead Wires, Sewer Lines, Water Lines, Power Lines and similar Services / Utility Lines encountered in the Course of the Execution of the Work shall be protected / repaired / maintained in all respects in terms of Materials, Labours, etc. against the knowingly / unknowingly Damage by the Contractor at the Contractor's own risk and cost. The Contractor shall not store Materials or otherwise occupy any part of the Site in a manner likely to hinder the Operation of such Services.

42. **Interference with Traffic and Adjoining Properties**

a. All Operations necessary for the Execution and Completion of the Works and the Remedying of any Defects therein shall, so far as Compliance with the Requirements of the Contract Permits, shall be carried out so that not to interfere unnecessarily or improperly with the following.
   i. The Convenience of the public or
   ii. The Access to, Use and Occupation of Public or Private Roads and Footpaths or of Properties whether in the Possession of the Employer or of any other person.
b. In case any Operation connected with the Traffic necessitates Diversion, Obstruction or Closure of any Road, Railway or any other Right of Way, the Approval of the Employer and the Concerned Authorities shall be obtained well in advance by the Contractor.
c. Further, it shall be the Responsibility of the Contractor to obtain required Permission / Approval from the Concerned Traffic Police Authorities regarding Traffic Diversion at the Contractor's own Risk and Cost. The Employer will assist the Contractor in coordination only.
d. The Contractor shall provide Trained Flagmen for Traffic Diversion as per the Requirement of the Concerned Department.
e. The Contractor shall provide Traffic Barricades with Blinkers, Reflective Tapes, Road Delineators, Traffic Cones, Portable Signages, Reflective Lights and other necessary Traffic Signage as required, as directed by the Concerned Authorities and as per the Specifications.

43. **Mapping of Existing Services / Utility Lines**

The Successful Tenderer (Contractor) on Award of Work, shall map all the Existing Service Lines, above and below the ground level within the Battery Limit, such as Water Supply, Underground Drainage, Electrical, Telephone, Optical Fibre Cables, etc. Mapping of the Service Lines below the Ground Level shall be carried out using Ground Penetrating Radar (GPR) Equipment. Mapping shall be got approved by all the respective Service Departments at the Risk and Cost of the Contractor. The Contractor shall submit the Approved Drawings to the Employer. The Employer will assist the Contractor in coordination only.

44. **Protection of the White Topped Surface**
The Contractor shall cover and protect the White Topped Surface till the Final Setting of the Concrete against Rain; Leaves, Branches, Twigs of Trees; Footprints of Human beings / Animals, etc. The Contractor shall be held fully responsible for any lapses in this regard.

45. **Concrete**
The Contractor shall obtain Pavement Quality Concrete only from the Ready Mix Concrete (RMC) Plants established by the Reputed Cement Manufacturers. The List of these Reputed Cement Manufacturers shall be approved by the concerned Chief Engineer. Further, the Contractor shall enter into a Memorandum of Understanding (MoU) with the Approved Supplier by stating that the Supplier will be supplying the RMC to the Contractor on time as per the Requirements and this MoU shall be a part of the Contract Agreement.

Alternatively, the Contractor shall install his own Batch Mix Plant of Capacity minimum 300 cum / day. Further, Installation Details such as Location, Equipment and Accessory Details, Capacity, etc. shall be approved by the concerned Chief Engineer prior to installation.

The Design Mix of Concrete in both the cases shall be approved by the concerned Chief Engineer.

46. **Heavy Duty Cobble Stone**
The Concrete Grade of Heavy Duty Cobble Stone proposed shall not be less than M40 and each Stone shall be provided with 3 dimension locking system.

47. **Maintenance Period**
The Rate quoted by the Tenderer shall be inclusive of Maintenance during the Maintenance Period of 36 months after the Completion of Defect Liability Period of 24 months as stated in Contract Data. Rate shall be inclusive of Maintenance charges and the maintenance required is attached in the documents.

Annexure:

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS

1. Indian Council of Arbitration, New Delhi.
2. International Centre for Alternative Disputes Resolution (India).
3. Indian Roads Congress.
4. Indian Building Congress.
5. Indian Institute of Bridge Engineers.
6. Indian Institute of Public Health Engineers.
7. Institute of Water Works.

SE[illegible] CONTRACT DATA

Items marked "N/A" do not apply in [illegible] tract.

The following documents are also part [illegible] tract:

Clause Reference

1.1 The Employer: [illegible] missioner
Address: Bruh[illegible] **Mahanagara Palike**
N. R. [illegible]
Beng[illegible]

Name of Authori[illegible] tive: **Executive Engineer**
Project Central – 2
Bruhat Bengaluru Mahanagara Palike
N. R. Square, Bengaluru – 560 002

1.1 The Name and [illegible] Number of the Contract:
White Topp[illegible] Roads in **Bengaluru City under Package 1, No. EE/PC-2/T[illegible] dated 24-05-2017**
The Work con[illegible] of Roadside Drains; Refixing / Fixing of Drain Cover Slabs; Refixing [illegible] Stones; Construction of Buffer Zone; Construction of New Cast – in – [illegible] Construction of New Roadside Drain; Laying of Utility Ducts along [illegible] New Footpath; Construction of Manholes and Cross Utility [illegible] of Existing Bituminous Surface; Providing and Laying of Bituminous [illegible] of Potholes, Cracks, etc. and for Profile Correction as well; Provid[illegible] White Topping; Painting of Kerb Stones, Median; Lane Marking; [illegible] Traffic Signs; Improvements to Cross Roads; Electrical Works such [illegible] etc. and Maintenance of all the Infrastructural Facilities dev[illegible] Liability Period of 24 months.

1.1 The Start Dat[illegible] Issue of **Notice to Proceed with the Work.**

1.1 The Sites a[illegible] as **detailed out in enclosed Key Maps.**

2.2 The following [illegible] part of the Contract: **N / A**

13. Insurance [illegible] as under:

Sl. No.	Type of Cover	Minimum Cover for Insurance for 12 months
i.	Works and of Th[illegible]	The Sum stated in the Agreement plus 20%
ii.	Loss or damage [illegible]	Full Replacement Cost
iii.	Loss or damage [illegible] Party	Full Replacement Cost
iv.	Personal Injury [illegible]	
	a. for T[illegible]	Rs. 20.00 Lakh to cover 4 Persons @ Rs. 5.00 Lakh each.
	b. for Contract[illegible]	In accordance with the Statutory Requirements Applicable to Karnataka.

17., 26.	The Intended Completion Date for the whole of the Works: **11 Months from the Start Date including monsoon.**
21.	The Site Possession Date: **Immediately after the Issue of Work Order.**
21.1	The Contractor shall submit to the Employer for Approval a Program showing the General Methods, Arrangements, Order and Timing for all the Activities in the Works: **within 10 days from the Date of Signing the Agreement.**
25.	The Methodology and Program of Construction: **10 Days from the Date of Entering into Agreement.**
25.	The Schedule of Key and Critical Equipment to be deployed on the work as per Agreed Program of Construction: **10 Days from the Date of Entering into Agreement.**
31.	The Defects Liability Period is **24 Months, which will run concurrently from the Date of the Physical Completion of the Project and on issuance of Completion Certificate by the Competent Authority.**
41.	The Liquidated Damages for the whole of the Works are **0.1% of the Final Contract Price** per day.
41.	The Maximum Amount of Liquidated Damages for the whole of the Works: **10% of Final Contract Price.**

42. The Amounts of the Advance Payment are

Nature of Advance	**Amount (Rs.)**	**Conditions to be fulfilled**
1. Mobilization	5% of the Contract Price	On submission of Unconditional Bank Guarantee. (To be drawn before end of 20% of Contract Period).

(The Advance Payment will be paid to the Contractor no later than 30 days after fulfillment of the above Conditions).

42. **Repayment of Advance Payment for Mobilization**

The Advance Payment shall be repaid with Percentage Deductions from the Interim Payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such Payments to the Contractor has reached not less than 15% of the Contract Price and shall be made at the Rate of 7.5% of the Amounts of all Interim Payment Certificates until such time as the Loan has been repaid, always provided that the Loan shall be completely repaid prior to the Expiry of the Original Time for Completion pursuant to Clauses 17 and 26.

48. The Date by which "As Built Drawings" (in scale **1:100**) in 3 sets are required is within **30 days** of Issue of Certificate of Completion.

48. The Amount to be withheld for failing to supply "As Built Drawings" by the date required is **Rs. 100000/-.**

49.2 The [illegible] [illegible]ental Breach of the Contract. [illegible] The Co[illegible] [illegible]auses **7 and 9 of CC.**

50.1 The [illegible] [illegible]f the Work not completed representing the Employer's [illegible] the Works shall be **30%.**

SECTION 7: Specifications

For Specifications, all the Latest Editions of Relevant Codes of Indian Road Congress, Special Publications, Bureau of Indian Standards, MoRT&H shall be referred to.

SECTION 8: Drawings

Drawings are uploaded in the e – Procurement Portal.

SECTION 9: Financial Bid

Financial Bid (Bill of Quantities) is uploaded in the e – Procurement Portal.

Note to Bill of Quantities:

1. Item for which no Rate or Price has been entered in will not be paid for by the Employer when executed and shall be deemed Covered by the other Rates and Prices in the Bill of Quantities (Refer ITT Clause 11.2 and CC Clause 37.2).
2. Unit Rates and Prices shall be quoted by the Tenderer in Indian Rupees.
3. Where there is a Discrepancy between the Rate in Figures and Words, the lower of the two will govern [Refer ITT Clause 24.1(a)].
4. Where there is a Discrepancy between the Unit Rate and the Line Item Total resulting from multiplying the Unit Rate by Quantity, the Unit Rate quoted shall govern [Refer ITT Clause 24.1 (b)].

SECTION [illegible] FOR[illegible] [illegible]K [illegible] FOR SECURITY DEPOSIT

To: ______________________ [illegible] of Employer

______________________ [illegible] of Employer]

WHEREAS ______________________ [illegible] and Address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance [illegible] ract [illegible] ____ dated ______________ to execute ______________________ name [illegible] and [illegible] Description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated [illegible] in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a [illegible]nized Ban[illegible] [illegible] therein as Security for compliance with his Obligations in Accordance with the Cont[illegible]

AND WHEREAS we have agreed to give [illegible] Bank Guarantee.

NOW THEREFORE we hereby affi[illegible] are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of Rs.__________ [illegible] amount of Guarantee][7] Rupees________________ [in Words] and we undertake to pay you, upon your firs[illegible] without cavil or argument, any sum or sums within the limits of ______________ [illegible][8] as aforesaid without your needing to prove or to show grounds or re[illegible] for your de[illegible] the [illegible] fied therein.

We hereby waive the necessity of your d[illegible] the said [illegible] from the Contractor before presenting us with the demand.

We further agree that no Change or Ad[illegible] or [illegible] ication of the Terms of the Contract or of the Works to be performed [illegible] under or of [illegible] cuments which may be made between you and the Contractor shall in any way release [illegible] under this Guarantee, and we hereby waive Notice of any such Cha[illegible] dition or M[illegible]

This guarantee shall be [illegible] until 30 day[illegible] of the Defects Liability Period.

Signature and Seal of the Guarantor:
Name of Bank:
Address:
Date:

[7] An Amount shall be in[illegible] by the Gua[illegible] the percentage of the Contract Price specified in the Contract.

[8] An Amount shall be in[illegible] by the Gua[illegible] the percentage of the Contract Price specified in the Contract.

SECTION 11: BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To
Commissioner
Bruhat Bengaluru Mahanagara Palike
N. R. Square
Bengaluru – 560 002

In accordance with your **Tender No. No. EE/PC-2/TEND/03/2017-18 dated 24-05-2017** for the Work of **White Topping on Selected Roads in Bengaluru City under Package 1** (hereinafter called "the Tender"), M/s. ______________________ one of the Tenderers (hereinafter called the "the Tenderer") having its Registered Office at ________________________________, wishes to participate in the said Tender and an irrevocable Bank Guarantee against Earnest Money Deposit for an Amount of Rs. ____________ (Rupees) is required to be submitted by the Tenderer towards the Tender Security.

KNOW ALL MEN by these presents that we, ___________________________ (Name of Bank) of _________ (Name of Country) having our Registered Office at ______________________ (hereinafter called "the Bank") at the Request of the Tenderer do hereby unequivocally and unconditionally guarantee the same Amount as stated above. The Bank is bound unto Bruhat Bengaluru Mahanagara Palike, N. R. Square, Bengaluru – 560 002 (hereinafter called "the Employer) in the same Amount as stated above for which Payment well and truly to be made to the said Employer, the Bank binds himself, his Successors and Assigns by these presents.

SEALED with the Seal of the said Bank this _______ day of ______________ 2017.

The Conditions of this Obligation are:

1. If the Tenderer withdraws his Tender after Tender Opening during the Period of Tender Validity specified in the Tender Document; or
2. If the Tenderer does not accept the Correction of the Tender Price in accordance with the Instructions to Tenderers.
3. If the Tenderer having been notified of the Acceptance of his Tender by the Employer during the Period of Tender Validity
   a. Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers; or
   b. Fails or refuses to furnish the Performance Security in accordance with the Instructions to Tenderers.

We undertake to pay to the Employer upto the above Amount upon Receipt of his First Written Demand, without the Employer having to substantiate his Demand, provided that in his Demand the Employer will note that the Amount claimed by him is due to him owing to the Occurrence of one or any of the Conditions, specifying the Occurred Condition or Conditions.

This Guarantee will remain in force upto and including ______________ (Date) i.e. 120 (one hundred and twenty) days beyond the Tender Validity as such Deadline is stated in the Instructions to Tenderers or it may be extended by the Employer, Notice of which Extension (s) to the Bank shall be received from the Tenderer on whose behalf this Guarantee has been issued. Any Demand in respect of this Guarantee should reach the Bank not later than the above Date.

Date ____________________

Signature of the Bank _________________________

Seal of the Bank ______ ____________

Signature of the Witness ____________

Name and Address of the Witness ________

Tenderer

Executive Engineer (PC – 2)
BBMP, Bengaluru

ಅನುಬಂಧ - 3



Bruhat Bengaluru Mahanagara Palike
N. R. Square
Bengaluru – 560 002

TENDERS FOR THE WORK OF

White Topping on Selected Roads in Bengaluru City under Phase 2, Package 1 on Item Rate Basis under Two Cover System (Short Term Tender Notification) (Through GOK e – Procurement Platform http://eproc.karnataka.gov.in)

Tender Reference	:	EE / PC – 2 / TEND / 01 / 2018 – 19
Availability of Tender Document in the e – Procurement	:	From 20 – 08 – 2018 onwards
Last Date for Uploading the Filled Tender Document	:	18 – 09 – 2018
Time and Date of Opening of Technical Bid of Tenders	:	20 – 09 – 2018 at 1600 hrs.
Place of Opening of Technical Bid of Tenders	:	Office of the Executive Engineer Project Central – 2 Bruhat Bengaluru Mahanagara Palike N. R. Square Bengaluru – 560 002
Time and Date of Opening of Financial Bid of Tenders	:	Will be intimated to the Qualified Tenderers
Place of Opening of Financial Bid of Tenders	:	Office of the Executive Engineer Project Central – 2 Bruhat Bengaluru Mahanagara Palike N. R. Square Bengaluru – 560 002
Address for Communication	:	Office of the Executive Engineer Project Central – 2 Bruhat Bengaluru Mahanagara Palike N. R. Square Bengaluru – 560 002

Contents



BRUHAT BENGALURU MAHANAGARA PALIKE

No. EE / PC – 2 / TEND / 01 / 2018 – 19

Office of the Executive Engineer
Project Central-2, BBMP
Bengaluru- 560002
Date: 16 – 08 – 2018

INVITATION FOR TENDER (IFT)
(Short Term Tender Notification)

(Through **GOK e–Procurement Portal** only)

1. The Government of Karnataka vide G. O. No. UDD 185 MNY 2017, Bengaluru, Dated 26 – 12 – 2017 has accorded in Principle approval and sanctioned budget for taking up of the works listed below.
2. The Executive Engineer, Project Central – 2, BBMP, invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.
3. Tender documents may be downloaded from the e-procurement portal of the Government of Karnataka from **20 – 08 – 2018**.
4. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **120 days** beyond the validity of the tender.
5. Tenders must be submitted online through e-procurement portal on or before **1730** hrs. on **18 – 09 – 2018** and the opening of tenders will be as per the e-procurement portal guidelines.
6. Other details can be seen in the Tender Documents.

Sl. No.	Name of the Work	Description of Road	Approx. Amount put to tender (Rs. in Crore)	EMD (Rs. in Crore)	Cost of Tender Form in Rs. (Non-Refundable) inclusive of Taxes	Period of Completion
1	White Topping on Selected Roads in Bengaluru City, under Phase 2, Package 1	1. Providing white topping to Kodigehalli road from Kodigehalli circle to ORR at Bhadrappa Layout 2. Providing White Topping to Kempapura main road from NH-7 to Coffee Board layout 3. Providing White Topping to Kodigehalli road from NH-7 to Kodigehalli circle 4. Providing White Topping to 1st main road of Sahakarnagar Kodigehalli main road to NH-7 at Big Market	169.56	1.70	As per E-Procurement Portal	15 months including Monsoon

Sl. No.	Name of the Work	Description of Road	Approx. Amount put to tender (Rs. in Crore)	EMD (Rs. in Crore)	Cost of Tender Form in Rs. (Non-Refundable) inclusive of Taxes	Period of Completion
		5. Providing White Topping to 24th cross road of Sahakarnagar from Kodigehalli main road to Railway New RUB 6. Providing White Topping to link road from Thindlu circle to Nanjappa circle 7. Vivekananda Road in HBR ward-from Dhobhi Ghat to ORR 8. Banaswadi main road from Banaswadi ROB to ORR. 9. CMR Road from 7th main 80 feet road to Hennur Teachers Academy (4th Cross roads Hennur MR to 7th Main Road) 10. NR Road - Sethu Road Road Junction to Town Hall Junction 11. Kanakanapalya main road to Dead end. 12. Gandhi Bazar Road Ramakrishna Ashrama to Tagore Circle. 13. Cross roads around BTS Road in Wilson Garden. 14. Madhavan Park to Hosur Road via Ashoka Pillar and Lalbagh Siddapura Circle 15. P.Kalingrao road from N.R. Square to Richmond circle				

NOTE:

1. Last date for receipt of queries is **29 – 08 – 2018 up to 1730 hrs.** in the office of the Executive Engineer, Project Central – 2, BBMP.
2. Pre bid meeting will be held on **31 – 08 – 2018 at 1600 hrs.** in the office of the Chief Engineer Project-Central to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
3. Technical Bids will be opened on the website https://eproc.karnataka.gov.in in the office of the Executive Engineer, Project Central – 2, BBMP on **20 – 09 – 2018 at 1600 hrs.**
4. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://eproc.karnataka.gov.in.
5. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
6. All the required information required for Bids must be filled and submit online.
7. For details, registration and e-payment visit GOK e-Procurement website https://eproc.karnataka.gov.in or contact e-Procurement Helpdesk at 080 – 22441076.
8. This tender notice can also be seen on the BBMP website www.bbmp.gov.in.

Tenderer

Executive Engineer (PC – 2)
BBMP, Bengaluru

Executive Engineer
Project Central – 2
Bruhat Bengaluru Mahanagara Palike

Copy Submitted to the:

1. Personnel Secretary to Worshipful Mayor to bring into the kind notice of the Worshipful Mayor.
2. Personnel assistant to Deputy mayor to bring into the notice of Hon'ble Deputy Mayor
3. Commissioner for kind information.
4. Special Commissioner (Projects)/ Special Commissioner (Finance) for kind information
5. Engineer – in – Chief for kind information.
6. Council Secretary to bring into notice of the Standing Committee (Major Works) and Ward Committee
7. Chief Engineer (Projects-Central)/Road Infrastructure/Environment/Markets/ South zone/ West zone/ North zone/Rajarajeshwari Nagar zone / Bommanahalli zone/ Dasarahalli zone/ Mahadevapura zone/ Byatarayanapura zone/ SWD for kind information.
8. Superintending Engineer (Projects-Central) for kind information.
9. The Director General D.G.C.I & S, #565, Anandapura, Plot No: 22, Sector No:1, Kolkata– 700107 for kind information with a request to publish the same in the Indian Trade Journal.
10. The Joint Director (UDD) and the State Tender Bulletin Officer for kind information with a request to publish the same in the State Tender Bulletin
11. The District Tender Bulletin Officer and the Deputy Commissioner, Bengaluru Urban District with a Request to publish the same in the District Tender Bulletin.
12. CAO / Chief Auditor for kind information.
13. I. T. Advisor with a Request to publish the same in the BBMP Website.
14. Accounts Superintendent (Projects) / Cashier for information for necessary action.
15. Public Relation Officer, BBMP for information and to publish in all leading National Newspapers in Kannada and English across India.
16. Notice board.
17. Office Copy.

Executive Engineer
Project Central – 2
Bruhat Bengaluru Mahanagara Palike

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

Table of Clauses

A. General

1. **Scope of Tender**

1.1 The Bruhat Bengaluru Mahanagara Palike (referred to as Employer in these documents) invites Tenders following Two Cover Tender Procedure, from Eligible Tenderers, for the Construction of Works (as defined in these documents and referred to as "the Works") as detailed in the Table given in the Invitation for Tenders (IFT).

2. **Eligible Tenderers**

2.1 Tenderers shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by the Government of Karnataka

2.2 **Tenders from Joint Ventures / Consortia are not acceptable.**

3. **Qualification of the Tenderer**

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification Information.

3.2 To qualify for Award of this Contract, each Tenderer in its name should have in the last five years i.e. 2013 – 14 to 2017 – 18

a. Achieved in at least two Financial Years a minimum Financial Turnover (in all classes of Civil Engineering Construction Works only) of Rs. 271.30 Crore. Further, the Financial Turnover of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2018 – 19

b. Should not have undergone Financial Loss in the last five Financial Years. In support of this, the Tenderer shall submit Reports on the Financial Standing of the Tenderer, such as Profit and Loss Statements and Auditor's Reports for the last Five Years.

c. Mandatorily satisfactorily completed(at least 90% of contract value), as Prime Contractor, at least one Rigid Pavement Work / White Topping Work/Road Cum Bridge/ Road Cum Via duct of Value not less than Rs. 84.78 Crore. Further, the value of the Completed Works of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2018 – 19.

d. Executed in any one Financial Year, the following minimum quantities of Work.
   i. Concrete of M40 Grade and above: **26,538.00** cum
   ii. Bituminous Macadam / DBM / BC: **6,999.00** cum.
   iii. M20 / M25 / M30 Grade Concrete: **10,830.00** cum.

In support of this, the Tenderer shall furnish Work done Certificate by mentioning the Executed Quantity in one Financial Year duly certified by the Competent Authority not below the Rank of Executive Engineer along with the Technical Bid.

3.3 Each Tenderer should further demonstrate

a. Availability by owning at least 50% of the following Key and Critical Equipment for this Work and the remaining 50% can be deployed on Lease / Hire Basis for all Works provided the Relevant Documents (Purchase Invoice in case of owning, Commitment Agreement in case of Lease / Hire Basis) for Availability for this Work are furnished.

Equipment	No. / Capacity	
	Own	Lease / Hire
Concrete Paver (Slip Form / Fixed)	1 Nos.	1 Nos
Bituminous Pavement Surface Milling Machine	-	1 Nos.
Concrete Pavement Groove Cutting	3 Nos.	3 Nos.

Machine		
Asphalt Paver	1 No.	-
Hot Mix Plant 60 – 90TPH	-	1 No.

b. Liquid Assets and / or availability of Credit Facilities of no less than Rs. 57.00 Crore (Credit Lines / Letter of Credit / Certificates from Banks for meeting the Fund Requirement, etc.).
c. In the case of the death of a Contractor after executing the Agreement / Commencement of the Work, his Legal Heir, if an Eligible Registered Contractor and willing, can execute and complete the work at the accepted Tender Rates irrespective of the Cost of the Work.
d. He is financially sound and has not undergone Corporate Debt Restructuring (CDR) during the last five Financial Years. The Tenderer shall give a Certificate as per the format given in Section 3 – Qualification Information.

3.4 To qualify for a Package of Contracts made up of this and other Contracts for which Tenders are invited in this IFT, the Tenderer must demonstrate having Experience and Resources to meet the Aggregate of the Qualifying Criteria for the Individual Contracts.

3.5 Sub Contractors' Experience and Resources shall not be taken into account in determining the Tenderers Compliance with the Qualifying Criteria.

3.6 Tenderers who meet the above specified minimum Qualifying Criteria, will only be qualified, if their available Tender Capacity is more than the total Tender Value. The available Tender Capacity will be calculated as under:

Assessed Available Tender Capacity = (A*N*1.5 – B)

Where

A = Maximum Value of Civil Engineering Works executed in any one year during the last five years (updated to 2018 – 19 Price Level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the Works for which Tenders are invited, i. e. ___ months.

B = Value, at 2018 – 19 Price Level, of existing commitments and on going works to be completed during the next months.

Note: The Statements showing the value of existing commitments and on going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in Charge, not below the Rank of an Executive Engineer or equivalent.

3.7 Even though the Tenderers meet the above Criteria, they are subject to be Disqualified if they have
- made Misleading or False Representations in the Forms, Statements and Attachments submitted in Proof of the Qualification Requirements; and / or
- record of Poor Performance such as Abandoning the Works, not properly Completing the Contract, Inordinate Delays in Completion, Litigation History, or Financial Failures, etc. and / or
- participated in the Previous Tender for the Same Work and had quoted Unreasonably High Tender Prices and could not furnish Rational Justification.

4. One Tender per Tenderer

4.1 Each Tenderer shall submit only one Tender for each Project. A Tenderer who submits or participates in more than one Tender (other than as a Sub Contractor or in cases of alternatives that have been permitted or requested) will cause all the Proposals with the Tenderer's Participation to be disqualified.

5. Cost of Tendering

5.1 The Tenderer shall bear all Costs associated with the Preparation and Submission of his Tender, and the Employer will in no case be Responsible and Liable for those Costs.

6. Site Visit

6.1 The Tenderer at his own Responsibility and Risk is encouraged to visit and examine the Site of Works and its Surroundings and obtain all Information that may be necessary for Preparing the Tender and Entering into a Contract for Construction of the Works. The Cost of Visiting the Site shall be at the Tenderer's own Expense.

B. Tender Documents

7. Content of Tender Documents

7.1 The Tender Documents shall have all the Sections given in Page 2.

8. Clarification of Tender Documents

8.1 **Refer Clause No. 8.2 below.**

8.2 Pre Tender Meeting

8.2.1 The Tenderer or his Authorized Representative is invited to attend a Pre Tender Meeting, which will take place at the Office of the Chief Engineer (Projects Central), Bruhat Bengaluru Mahanagara Palike, Room No. 402, 4th Floor, Annex Building – 3, N. R. Square, Bengaluru – 560 002 on **31 – 08 – 2018 at 1600 hrs.**

8.2.2 The Purpose of the Meeting will be to clarify Issues and to answer Questions on any matter that may be raised at that stage.

8.2.3 The Tenderer is requested to submit any Questions in e-procurement portal not later than **29 – 08 – 2018 upto 1730 hrs.**

8.2.4 Minutes of the Meeting, including the Text of the Questions raised (without identifying the Source of Enquiry) and the Responses given will be displayed in the Website. Any Modification of the Tender Documents listed in Sub Clause 7.1 that may become necessary as a result of the Pre Tender Meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the Minutes of the Pre Tender Meeting and the same will be displayed in the Website.

8.2.5 Non Attendance at the Pre Tender Meeting will not be a cause for Disqualification of a Tenderer.

9. Amendment of Tender Documents

9.1 Before the Deadline for Submission of Tenders, the Employer may modify the Tender Documents by issuing Addenda.

9.2 Any Addendum thus issued shall be part of the Tender Documents and shall be displayed in the Website.

9.3 To give Prospective Tenderers reasonable time in which to take an Addendum into account in preparing their Tenders, the Employer shall extend as necessary the Deadline for Submission of Tenders, in accordance with Sub Clause 16.2 below.

C. Preparation of Tenders

10. Documents Comprising the Tender

10.1 The Tender submitted by the Tenderers shall contain the Documents as follows.

10.1.1 Technical Bid

a. Earnest Money Deposit.
b. Qualification Information as per Formats given in Section 3.

10.1.2 **Financial Bid**

a. The Tender (in the format indicated in Section 4).
b. Priced Bill of Quantities (Section 9).

and any other materials required to be completed and submitted by Tenderers in accordance with these Instructions. The Documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

11. Tender Prices

11.1 The Contract shall be for the whole Works as described in Sub Clause 1.1, based on the Priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in Rates and Prices and Line Item Total (both in Figures and Words) for all Items of the Works described in the Bill of Quantities along with Total Tender Price (both in Figures and Words). **Items for which no Rate or Price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other Rates and Prices in the Bill of Quantities.**

11.3 All Duties, Taxes, and other Levies payable by the Contractor under the Contract, or for any other cause, shall be included in the Rates, Prices and Total Tender Price submitted by the Tenderer.

11.4 The Rates and Prices quoted by the Tenderer shall be subject to adjustment during the Performance of the Contract in Accordance with the Provisions of Clause of the Conditions of Contract.

12. Tender Validity

12.1 Tenders shall remain valid for a period not less than one hundred and twenty (120) days after the Deadline Date for Tender Submission specified in Clause 16. A Tender valid for a shorter period shall be rejected by the Employer as Non Responsive.

12.2 In Exceptional Circumstances, prior to Expiry of the Original Time Limit, the Employer may request that the Tenderers may extend the Period of Validity for a Specified Additional Period. The Request and the Tenderers' Responses shall be made in writing or by cable. A Tenderer may refuse the Request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the Request will not be required or permitted to modify his Tender, but will be required to extend the Validity of his Earnest Money Deposit for a Period of the Extension, and in compliance with Clause 13 in all respects.

13. Earnest Money Deposit

13.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particular Work. Further, out of the total EMD Amount only **Rs. 1.00 Lakh (Rupees One Lakh only)** shall be paid in the e – procurement portal using any of the following modes and the Balance Amount shall be in the form of Bank Guarantee from any Nationalised / Scheduled Bank.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

NEFT Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan

will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e – Procurement System as part of its Bid also.

OTC Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated ICICI Bank Branches listed in the e – Procurement Website (www.eproc.karnataka.gov.in), the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

13.2 EMD Amount shall be submitted by the Tenderer taking into account of the following Conditions.

a. EMD for Rs. 1.00 Lakh shall be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at ICICI Bank until the Work is awarded and EMD for the Balance Amount shall be in the Form of Bank Guarantee from any Nationalised / Scheduled Bank valid for a period of not less than one hundred and twenty (120) days beyond the Validity of the Tender as specified in Clause 12. The scanned copy of the Bank Guarantee shall be uploaded with the Technical Bid. Further, the Original Bank Guarantee shall be submitted to the Office of the Executive Engineer (Project Central – 2), Bruhat Bengaluru Mahanagara Palike, N. R. Square, Bengaluru – 560 002 by **20–09-2018 within 1530 hrs.**
b. The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 13.1 and 13.2.

13.3 Any Tender not accompanied by an acceptable EMD and not secured as indicated in Sub Clauses 13.1 and 13.2 above shall be rejected by the Employer as Non Responsive.

13.4 The Earnest Money Deposit of the Unsuccessful Tenderers will be returned within 30 days of the end of the Tender Validity Period as specified in Sub Clause 12.1.

13.5 The Earnest Money Deposit of the Successful Tenderer will be discharged only when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The Earnest Money Deposit may be forfeited

a. If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity;
b. If the Tenderer does not accept the Correction of the Tender Price, pursuant to Clause 24; or
c. In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

i. Sign the Agreement; or
ii. Furnish the required Performance Security.

14. Format and Signing of Tender

14.1 The Electronic Tendering System for the Construction of Work comprises of two Stages (i) Technical Bid and (ii) Financial Bid. The Tenderers are required to submit the Tender Documents in two stages electronically.

14.2 The Tender shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.

14.3 Each Page uploaded shall be duly signed and sealed by the Tenderer or a Person or Persons duly authorised to sign on behalf of the Tenderer. Such Authorisation shall be indicated by a Written Power – of – Attorney accompanying the Tender. The Corrections, if any, shall be made by striking of and shall be initialed with date.

D. Submission of Tenders

15. Sealing and Marking of Tenders

15.1 The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of e – Procurement itself (www.eproc.karnataka.gov.in). The Signed, Sealed and Scanned Copy of all the Documents as stated in Clause 7 shall be attached to the e – Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information with due diligence. All the Pages of the Document shall be serially numbered with an Index for ready reference.

15.2 No Physical Documents shall be considered. However, all the participating Tenderers shall produce the Hard Copy of the Scanned Documents uploaded in the Portal only at the Time of Opening of Technical Bids of the Tenders to the Executive Engineer (Project Central – 2). Further, all the participating Tenderers shall produce all the Original Documents uploaded in the Portal only for Verification whenever asked by the Employer.

16. Deadline for Submission of the Tenders

16.1 Tenders must be received by the Employer at the Website Address specified above no later than **18 – 09 – 2018 upto 1730 hrs.**

16.2 The Employer may extend the Deadline for Submission of Tenders by issuing an Amendment in accordance with Clause 9, in which case all Rights and Obligations of the Employer and the Tenderers previously subject to the Original Deadline will then be subject to the New Deadline.

17. Late Tenders

17.1 Any Tenderer trying to submit the Tender after Deadline will not be accepted in the e – Procurement.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify Contents of Technical Bid or Financial Bid before the Deadline prescribed in Clause 16.

18.2 Tenderers may withdraw their Tenders by canceling his Tender on the Website only before the Deadline prescribed in Clause 16.

18.3 No Tender may be modified and withdrawn after the Deadline for Submission of Tenders.

18.4 Withdrawal or Modification of a Tender between the Deadline for Submission of Tenders and the Expiration of the Original Period of Tender Validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the Earnest Money Deposit pursuant to Clause 13.

18.5 Tenderers may only offer Discounts to, or otherwise modify the Prices of their Tenders by submitting Tender Modifications in accordance with this Clause, or including in the Original Tender Submission.

E. Tender Opening and Evaluation

19. Opening of Technical Bid of all Tenders and Evaluation to determine Qualified Tenderers

19.1 The Employer will open the Technical Bids of all the Tenderers received in the e – Procurement Portal in the Presence of the Tenderers or their Representatives who choose to attend at **1600 hrs. on 20 – 09 – 2018** in the Office of the Executive Engineer (Project Central – 2). In the event of the Specified Date of Tender Opening being declared a Holiday for the Employer, the Tenders will be opened at the Appointed Time and Location on the next Working Day.

19.2 The Tenderers' Names, the Presence or Absence of Earnest Money Deposit (Amount, Format and Validity), the Submission of Qualification Information and such Other Information as the Employer may consider Appropriate will be announced by the Employer at the Opening.

19.3 The Employer shall prepare Minutes of the Tender Opening, including the Information Disclosed to those present in accordance with Sub Clause 19.2.

19.4 The Employer will evaluate and determine whether each Tender (a) meets the Eligibility Criteria defined in ITT Clause 2; (b) is accompanied by the required Earnest Money Deposit as per Stipulations in ITT Clause and (c) meets the Minimum Qualification Criteria stipulated in ITT Clause 3. The Employer will draw out a List of Qualified Tenderers.

20. Opening of Financial Bid of Qualified Tenderers and Evaluation

20.1 The Employer will inform all the Qualified Tenderers the Time, Date and Venue fixed for the Opening of the Financial Bid received in the e – Procurement Portal containing the Priced Tenders. The Employer will open the Financial Bids of the Qualified Tenderers only at the Appointed Time and Date in the presence of the Tenderers or their Representatives who choose to attend. In the event of the Specified Date of Financial Bid Opening being declared a Holiday for the Employer, the Financial Bids will be opened at the Appointed Time and Location on the Next Working Day.

20.2 The Tenderers' Names, the Tender Prices, the Total Amount of Tender, any Discounts, and such other Details as the Employer may consider Appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender Opening.

20.3 The Employer shall prepare Minutes of the Financial Bid Opening, including the Information Disclosed to those present in accordance with Sub Clause 20.2.

21. Process to be Confidential

21.1 Information relating to the Examination, Clarification, Evaluation and Comparison of Tenders and Recommendations for the Award of a Contract shall not be disclosed to Tenderers or any other Persons not officially concerned with such Process until the Award to the Successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's Processing of Tenders or Award Decisions may result in the Rejection of his Tender.

22. Clarification of Tenders

22.1 To assist in the Examination, Evaluation and Comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for Clarification of his Tender, including Breakdowns of Unit Rates. The Request for Clarification and the Response shall be in writing or by cable, but no change in the Price or Substance of the Tender shall be sought, offered, or permitted except as required to confirm the Correction of Arithmetic Errors discovered by the Employer in the Evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to Sub Clause 22.1, no Tenderer shall contact the Employer on any Matter relating to its Tender from the Time of the Tender Opening to the Time the Contract is awarded. If the Tenderer

wishes to bring Additional Information to the Notice of the Employer, it should do so in Writing.

22.3 Any Effort by the Tenderer to influence the Employer in the Employer's Tender Evaluation, Tender Comparison or Contract Award Decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and Determination of Responsiveness

23.1 Prior to the Detailed Evaluation of Tenders, the Employer will determine whether each Tender (a) has been properly signed; and (b) is Substantially Responsive to the Requirements of the Tender Documents.

23.2 A Substantially Responsive Tender is one which conforms to all the Terms, Conditions and Specifications of the Tender Documents, without Material Deviation or Reservation. A Material Deviation or Reservation is one (a) which affects in any substantial way the Scope, Quality or Performance of the Works; (b) which limits in any substantial way, Inconsistent with the Tender Documents, the Employer's Rights or the Tenderer's Obligations under the Contract; or (c) whose Rectification would affect unfairly the Competitive Position of other Tenderers presenting Substantially Responsive Tenders.

23.3 If a Tender is not Substantially Responsive, it will be rejected by the Employer and may not subsequently be made Responsive by Correction or Withdrawal of the Non Conforming Deviation or Reservation.

24. Correction of Errors

24.1 Tenders determined to be Substantially Responsive will be checked by the Employer for any Arithmetic Errors. Errors will be corrected by the Employer as follows.
(a) where there is a Discrepancy between the Rates in Figures and in Words, the Lower of the two will govern; and (b) where there is a Discrepancy between the Unit Rate and the Line Item Total resulting from multiplying the Unit Rate by the Quantity, the Unit Rate as quoted will govern.

24.2 The Amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the Correction of Errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the Corrected Amount, the Tender will be rejected and the Earnest Money Deposit may be forfeited in accordance with Sub Clause 13.7 (b).

25. Evaluation and Comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially Responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the Evaluated Tender Price by adjusting the Tender Price as follows.

a. making any Correction for Errors pursuant to Clause 24; and
b. making appropriate Adjustments to reflect Discounts or other Price Modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the Right to accept or reject any Variation, Deviation or Alternative Offer. Variations, Deviations and Alternative Offers and other Factors, which are in excess of the Requirements of the Tender Documents or otherwise result in Unsolicited Benefits for the Employer, shall not be taken into account in Tender Evaluation.

25.4 The Estimated Effect of the Price Adjustment Conditions under Clause 40 of the Conditions of Contract, during the Implementation of the Contract, will not be taken into account in Tender Evaluation.

25.5 If the Tender of the Successful Tenderer is seriously Unbalanced in relation to the Employer's Estimate of the Cost of the Work to be performed under the Contract, the Employer may require the Tenderer to produce Detailed Price Analyses for any or all Items of the Bill of Quantities, to demonstrate the Internal Consistency of those Prices with the Construction Methods and Schedule Proposed. After Evaluation of the Price Analyses, the Employer may require that the Amount of the

Performance Security set forth in Clause 29 be increased at the expense of the Successful Tenderer to a level sufficient to protect the Employer against Financial Loss in the event of Default of the Successful Tenderer under the Contract.

F. Award of Contract

26. Award Criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be Substantially Responsive to the Tender Documents and who has offered the Lowest Evaluated Tender Price, provided that such Tenderer has been determined to be (a) Eligible in accordance with the Provisions of Clause 2, and (b) Qualified in accordance with the Provisions of Clause 3.

27. Employer's Right to accept any Tender and to reject Any or All Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the Right to accept or reject any Tender, and to cancel the Tender Process and reject all Tenders, at any time Prior to the Award of Contract, without thereby incurring any Liability to the Affected Tenderer or Tenderers or any Obligation to inform the Affected Tenderer or Tenderers of the Grounds for the Employer's Action.

28. Notification of Award and Signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the Award by the Employer prior to Expiration of the Tender Validity Period by Cable, Telex, e – mail or Facsimile confirmed by Registered Letter. This Letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the Sum that the Employer will pay the Contractor in consideration of the Execution, Completion and Maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The Notification of Award will constitute the Formation of the Contract, subject only to the furnishing of Security Deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all Agreements between the Employer and the Successful Tenderer. It will be kept ready for Signature of the Successful Tenderer in the Office of Employer within 20 days following the Notification of Award along with the Letter of Acceptance. Within 7 days of Receipt, the Successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the Successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security Deposit

29.1 Within 7 days of Receipt of the Letter of Acceptance, the Successful Tenderer shall deliver to the Employer a Security Deposit in any of the forms given below for an Amount equivalent to 5% of the Contract Price plus Additional Security for Unbalanced Tenders in accordance with Sub Clause 25.5 of ITT and Clause 43 of the Conditions of Contract.

- Banker's Cheque / Demand Draft / Pay Order in favour of "The Commissioner, BBMP, Bengaluru" payable at Bengaluru or
- A Bank Guarantee in the Form given in Section 10.
- Specified Small Saving Instruments pledged to "The Commissioner, BBMP, Bengaluru".

29.2 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.

29.3 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Contractor.

29.4 Failure of the Successful Tenderer to comply with the Requirements of Sub Clause 29.1 shall constitute

Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.

30. **Advance Payment and Security**

30.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the Maximum Amount as stated in the Contract Data.

31. **Corrupt or Fraudulent Practices**

31.1 The Employer requires that the Tenderers / Suppliers / Contractors, observe the Highest Standard of Ethics during the Procurement and Execution of such Contracts. In pursuance of this Policy, Employer

a. Will reject a Proposal for Award if it determines that the Tenderer recommended for Award has engaged in Corrupt or Fraudulent Practices in competing for the Contract in Question.
b. Will declare a Firm Ineligible, either Indefinitely or for a Stated Period of Time, to be awarded an Employer's Contract if it at any time determines that the Firm has engaged in Corrupt or Fraudulent Practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the Provision stated in Sub Clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Qualification and Tender Capacity of the Tenderer as provided for in Clause 3 of the Instructions to Tenderers.

1.1 Constitution or Legal Status of Tenderer [Attach Copy]

Place of Registration [Attach Copy]

Principal Place of Business

1.2 Details of Individual (s) who will serve as the point of Contact / Communication for the Tenderer:

a. Name
b. Designation
c. Company
d. Address
e. Telephone / Mobile Number
f. email Address:

1.3 Particulars of the Authorised Signatory of the Tenderer

a. Name
b. Designation
c. Address
d. Telephone / Mobile Number

1.4 Total Value of Civil Engineering Construction Works executed and Payments received in the last five years (in Rs. Lakh)

[Attach Certificate from Chartered Accountant]

2013 – 14 __________
2014 – 15 __________
2015 – 16 __________
2016 – 17 __________
2017 – 18 __________

1.5 Work performed as Prime Contractor (in the same name) on Works of Similar Nature over during the Five Years specified in 1.4 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of Contract in Rs. Lakh	Date of Issue of Work Order	Specified Period of Completion	Actual Date of Completion	Remarks explaining Reasons for Delay in Completion of Work
1	2	3	4	5	6	7	8	9

1.6 Quantities of Work Executed as Prime Contractor (in the same name) during the Last Five Years specified in 1.4 above.

Year	Name of Work	Name of Employer	Quantity of Work Performed[1] (as specified in 3.2 d of Section 2: Instructions to Tenderers)		Remarks (Indicate Contract Reference)
2013 – 14					
2014 – 15					
2015 – 16					
2016 – 17					
2017 – 18					

[1] Items of Work for which Data is requested should tally with that specified in ITT Clause 3

1.7 Information on Works for which Tenders have been submitted and Works which are yet to be Completed as on the Date of this Tender.

(A) Existing Commitments and On Going Works

Description of Work	Place and State	Contract No. and Date	Name and Address of the Employer	Value of Contract (Rs. Lakh)	Stipulated Period of Completion	Value of Works[2] remaining to be Completed (Rs. Lakh)	Anticipated Date of Completion
1	2	3	4	5	6	7	8

[2] Attach Certificates from Employer in charge.

(B) Works for which Tenders already submitted

Description of Work	Place and State	Name and Address of the Employer	Estimated Value of Works (Rs. Lakh)	Stipulated Period of Completion	Date when Decision is Expected	Remarks, if any
1	2	3	4	5	6	7

1.8. The following Items of Equipment are considered Essential for successfully carrying out the Works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement[3]			Owned and Available		Remarks
	No.	Capacity	Owned	No. / Capacity	Age / Condition	

[3] The Item of Equipment, Required Number and Capacity should match with those specified in ITT Clause 3.3 (a).

1.9 Reports on the Financial Standing of the Tenderer, such as Profit and Loss Statements and Auditor's Reports for the last Five Years.

1.10 Qualification and Experience of the Key Technical and Management Personnel in Permanent Employment with the Tenderer and those that are proposed to be Deployed on this Contract, if awarded.

1.11 Name, Address, Telephone, Telex and Fax Numbers of the Tenderers' Bankers who may provide References if contacted by the Employer.

1.12 Evidence of Access to Financial Resources to meet the Qualification Requirement specified in ITT Clause 3.3 (b): Cash in Hand, Letter of Credit, etc. List them below and attach Certificate from the Banker in the suggested Format as under.

BANKER'S CERTIFICATE

This is to certify that M/s. ______________________ is a reputed Company with a good Financial Standing. If the Contract for this work, namely __________________ (name of the work) is awarded to the above Firm, we shall be able to provide Over Draft / Credit Facilities to the extent of Rs. _________ to meet the Working Capital Requirements for executing the above Contract.

Sd/-
Name of the Bank, Senior Bank Manger
Address

Note: No Change in the above Bank Certificate Format is acceptable.

1.13 Proposals for Subcontracting Components of Works amounting to more than 20% of the Contract Price.

Item of Work	Value of Sub Contract	Identified Sub Contractor (Name and Address)	Experience of Similar Work[4]

[4] Attach Certificate from the respective Employers.

a. Information on Litigations in which the Tenderer is involved.

Other Party (ies)	Employer	Details of Dispute	Amount Involved	Remarks showing Present Status

b. The Proposed Methodology and Program of Construction backed with Equipment Planning and Deployment, duly supported with Broad Calculations and Quality Control Procedures proposed to be adopted, justifying their Capability of Execution and Completion of the Work as per Technical Specifications within the Stipulated Period of Completion as per Milestones.

Statement of Undertaking regarding Corporate Debt Restructuring (CDR) during the last five Financial Years as stated in Clause 3.3 d of Section: 2 Instructions to Tenderers (ITT)

To
Executive Engineer
Project Central – 2
Bruhat Bengaluru Mahanagara Palike
N. R. Square
Bengaluru – 560 002

Dear Sir

Sub: Tender for **"White Topping on Selected Roads in Bengaluru City under Phase 2, Package 1"** reg.

We hereby confirm that we have not undergone CDR during the last five Financial Years preceding the Tender Submission Due Date.

We also confirm that we are not undertaking CDR as on Tender Submission Due Date.

Thanking you

Yours faithfully

Authorized Signature:

Name and Title of Signatory:

Name of Tenderer:

Address:

Note: This Undertaking is to be signed by the Tenderer and is to be countersigned by the Statutory Auditor.

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works: **White Topping on Selected Roads in Bengaluru City under Phase 2, Package 1.**

To
Executive Engineer
Project Central – 2
Bruhat Bengaluru Mahanagara Palike
N. R. Square
Bengaluru – 560 002

Dear Sir

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of ________ [in figures] (____________) [in letters].[5]

This Tender and your Written Acceptance of it shall constitute a Binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the Laws against Fraud and Corruption in Force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender Validity and Earnest Money Deposit required by the Tender Documents.

We attach herewith our Current Income Tax Clearance Certificate.

Yours faithfully

Authorized Signature:

Name and Title of Signatory:

Name of Tenderer:

Address:

[5] To be filled in by the Tenderer, together with his Particulars and Date of Submission at the Bottom of the Form of Tender

Letter of Acceptance
(Letter Head Paper of the Employer)

Date:

To: [Name and Address of the Contractor]

Dear Sir

This is to notify you that your Tender dated ________ for execution of the **White Topping on Selected Roads in Bengaluru City under Phase 2, Package 1, No. EE / PC – 2 / TEND / 01 / 2018 – 19 dated 16 – 08 – 2018** for the Contract Price of Rupees (___________) [amount in both Words and Figures], as corrected and modified in Accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security Deposit, in the form detailed in Clause No. 25.5 of ITT for an amount of Rs. ____________ within 20 days of the Receipt of this Letter of Acceptance valid upto 30 days from the Date of Expiry of Defects Liability Period + Maintenance period i.e. upto __________ and sign the Contract, failing which action as stated in Clause No. 29.4 of ITT will be taken.

Yours faithfully

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to Proceed with the Work
(Letter Head of the Employer)

Date:

To: [Name and Address of the Contractor]

Dear Sir

Pursuant to your furnishing the requisite Security Deposit as stipulated in ITT Clause 29.1 and signing of the Contract Agreement for the **White Topping on Selected Roads in Bengaluru City under Phase 2, Package 1** for a Tender Price of Rs. ___________. You are hereby instructed to proceed with the execution of the said works in accordance with the Contract Documents.

Yours faithfully

(Signature, Name and Title of Signatory authorized to sign on behalf of Employer)

Agreement Form

Agreement

This Agreement, made on the _______ day of _____ 20___, between ______________________________ [Name and Address of Employer] (hereinafter called "the Employer") of the one part and ______________________________ [Name and Address of Contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor executes **White Topping on Selected Roads in Bengaluru City under Phase 2, Package 1, No. EE / PC – 2 / TEND / 01 / 2018 – 19 dated 16 – 08 – 2018** (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a Contract Price of Rupees _____.

NOW THIS AGREEMENT WITNESSETH as follows.

1. In this Agreement, Words and Expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the Payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any Defects therein in conformity in all aspects with the Provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the Execution and Completion of the Works and Remedying the Defects wherein the Contract Price or such other Sum as may become payable under the Provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following Documents shall be deemed to form and be read and construed as part of this Agreement, viz.
   i. Letter of Acceptance, Notice to proceed with the Works.
   ii. Contractor's Tender.
   iii. Contract Data.
   iv. Conditions of Contract (including Special Conditions of Contract).
   v. Specifications.
   vi. Drawings.
   vii. Bill of Quantities.
   viii. Minutes of Pre Tender Meeting and
   ix. Any other Document listed in the Contract Data as forming part of the Contract.

In witness whereof the Parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of ______________________________
was hereunto affixed in the presence of
Signed, Sealed and Delivered by the said ______________________________

in the Presence of
Binding Signature of Employer ______________________________
Binding Signature of Contractor ______________________________

SECTION 5: CONDITIONS OF CONTRACT

Table of Contents

Conditions of Contract

A. General

1. **Definitions**

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their Defined Meanings. Bold Letters are used to identify Defined Terms.

Bill of Quantities means the Priced and Completed Bill of Quantities forming part of the Tender.
Compensation Events are those defined in Clause 38 hereunder.
The **Completion Date** is the Date of Completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the Contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the Documents listed in Clause 2.2 below.
The **Contract Data** defines the Documents and other Information, which comprise the Contract.
The **Contractor** is a Person or Corporate Body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the Completed Tender Document submitted by the Contractor to the Employer.
The **Contract Price** is the Price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Provisions of the Contract.
Days are Calendar Days; **Months** are Calendar Months.
A **Defect** is any Part of the Works not completed in accordance with the Contract.
The **Defects Liability Period** is the Period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the Party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's Machinery and Vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the Date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an Extension of Time.
Materials are all Supplies, including Consumables, used by the Contractor for incorporation in the Works.
Plant is any Integral Part of the Works which is to have a Mechanical, Electrical, Electronic or Chemical or Biological Function.
The **Site** is the Area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any Modification or Addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence Execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a Person or Corporate Body who has a Contract with the Contractor to carry out a Part of the Work in the Contract which includes Work on the Site.
A **Variation** is an Instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. **Interpretation**

2.1 In interpreting these Conditions of Contract, Singular also means Plural, Male also means Female or Neuter, and the other way around. Headings have no Significance. Words have their Normal Meaning under the Language of the Contract unless specifically defined. The Employer will provide Instructions

clarifying Queries about the Conditions of Contract.

2.2 The Documents forming the Contract shall be interpreted in the following Order of Priority.

i. Agreement.
ii. Letter of Acceptance, Notice to proceed with the Works.
iii. Contractor's Tender.
iv. Contract Data.
v. Conditions of Contract (including Special Conditions of Contract).
vi. Specifications.
vii. Drawings.
viii. Bill of Quantities.
ix. Minutes of Pre Tender Meeting and
x. Any other Document listed in the Contract Data as forming Part of the Contract.

3. Law Governing Contract

3.1 The Law Governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's Decisions

4.1 Except where otherwise specifically stated, the Employer will decide Contractual Matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his Duties and Responsibilities to other people after notifying the Contractor and may cancel any Delegation after notifying the Contractor.

6. Communications

6.1 Communications between Parties which are referred to in the Conditions are effective only when in writing. A Notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

Deleted.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other Contractors, Public Authorities, Utilities and the Employer.

9. Personnel

9.1 The Contractor shall employ the Technical Personnel (of Number and Qualifications) as may be stipulated by the BBMP from time to time during the Execution of the Work. The Technical Staff so employed shall be available at Site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's Staff or his Work Force stating the Reasons, the Contractor shall ensure that the Person leaves the Site within Seven Days and has no further Connection with the work in the Contract.

10. Employer's and Contractor's Risks

10.1 The Employer carries the Risks which this Contract states are Employer's Risks, and the Contractor carries the Risks which this Contract states are Contractor's Risks.

11. **Employer's Risks**

11.1 The Employer is responsible for the Excepted Risks, which are

a. Rebellion, Riot Commotion or Disorder unless solely restricted to Employees of the Contractor arising from the conduct of the Works; or
b. A Cause due solely to the Design of the Works, other than the Contractor's Design; or
c. Any Operation of the Forces of Nature (in so far as it occurs on the Site) which an Experienced Contractor
   i. Could not have reasonably foreseen; or
   ii. Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following Measures.
      - Prevent Loss or Damage to Physical Property from occurring by taking Appropriate Measures or
      - Insure against such Loss or Damage.

12. **Contractor's Risks**

12.1 All Risks of Loss or Damage to Physical Property and of Personal Injury and Death, which arise during and in consequence of the Performance of the Contract other than the Excepted Risks, are the Responsibility of the Contractor.

13. **Insurance**

13.1 The Contractor shall prior to commence the works, effect and thereafter maintain Insurances, in the Joint Names of the Employer and the Contractor (cover from the First Working Day after the Start Date to the End of Defects Liability Period) in the Amounts stated in the Contract Data:

a. For Loss or Damage to the Works, Plants and Materials and the Contractor's Equipment;
b. For Liability of both Parties for Loss, Damage, Death and Injury to Third Parties or their Property arising out of the Contractor's Performance of the Contract including the Contractor's Liability for Damage to the Employer's Property other than the Works and
c. For Liability of both Parties and of any Employer's Representative for Death and Injury to the Contractor's Personnel except to the Extent that Liability arises from the Negligence of the Employer, any Employer's Representative or their Employees.

13.2 Policies and Certificates for Insurance shall be delivered by the Contractor to the Employer for his Approval before the Start Date. All such Insurances shall provide for Compensation to be payable to rectify the Loss or Damage incurred. All Payments received from Insurers relating to Loss or Damage shall be held jointly by the Parties and used for the Repair of the Loss or Damage or as Compensation for Loss or Damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the Insurances referred to in the previous Sub Clauses or fails to provide Satisfactory Evidence, Policies or Receipts, the Employer may without Prejudice to any other Right or Remedy, effect Insurance for the Cover relevant to such Default and pay the Premiums due and recover the same as a Deduction from any other Monies due to the Contractor. If no Payment is due, the Payment of the Premiums shall be a Debt Due.

13.4 Alterations to the Terms of Insurance shall not be made without the Approval of the Employer.

13.5 Both Parties shall comply with any Conditions of the Insurance Policies.

14. **Site Investigation Reports**

14.1 The Contractor, in preparing the Tender, shall rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any Information available to the Tenderer.

15. **Queries about the Contract Data**

15.1 The Employer will clarify Queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specifications and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence Execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the Approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the Design of Temporary Works.

18.3 The Employer's approval shall not alter the Contractor's Responsibility for Design of the Temporary Works.

18.4 The Contractor shall obtain Approval of Third Parties for the Design of the Temporary Works where required.

18.5 All Drawings prepared by the Contractor for the Execution of the Temporary or Permanent Works, are subject to prior Approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be Responsible for the Safety of all Activities on the Site.

20. Discoveries

20.1 Anything of Historical or other Interest or of Significant Value unexpectedly Discovered on the Site is the Property of the Employer. The Contractor is to notify the Employer of such Discoveries and carry out the Employer's Instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give Possession of all parts of the Site to the Contractor. If Possession of a Part is not given by the Date stated in the Contract Data, the Employer is deemed to have delayed the Start of the Relevant Activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any Person authorized by the Employer Access to the Site, to any Place where Work in connection with the Contract is being carried out or is intended to be carried out and to any Place where Materials or Plant are being manufactured / fabricated / assembled for the Works.

23. Instructions

23.1 The Contractor shall carry out all Instructions of the Employer which comply with the Applicable Laws where the Site is located.

24. Procedure for Resolution of Disputes

24.1 If the Contractor is not satisfied with the Decision taken by the Employer, the Dispute shall be referred by either Party to Arbitration within 30 days of the Notification of the Employer's Decision.

24.2 If neither Party refers the Dispute to Arbitration within the above 30 days, the Employer's Decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the Arbitration Procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

25.1 Within the Time stated in the Contract Data, the Contractor shall submit to the Employer for Approval a Program showing the General Methods, Arrangements, Order and Timing for all the Activities in the Works.

25.2 The Employer's Approval of the Program shall not alter the Contractor's Obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A Revised Program is to show the Effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 Days of the Contractor asking the Employer for a Decision upon the Effect of a Compensation Event or Variation and submitting Full Supporting Information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the Start or Progress of any Activity within the Works.

28. Management Meetings

28.1 The Employer may require the Contractor to attend a Management Meeting. The Business of a Management Meeting shall be to review the Progress Achieved and the Plans for Remaining Work.

28.2 The Responsibility of the Parties for Actions to be taken is to be decided by the Employer either at the Management Meeting or after the Management Meeting and stated in writing to be distributed to all who attended the Meeting.

C. Quality Control

29. Identifying Defects

29.1 The Employer shall check the Contractor's Work and notify the Contractor of any Defects that are found. Such Checking shall not affect the Contractor's Responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any Work that the Employer considers may have a Defect.

30. Tests

30.1 If the Employer instructs the Contractor to carry out a Test not Specified in the Specification to check whether any Work has a Defect and the Test shows that it does, the Contractor shall pay for the Test and any Samples. If there is no Defect the Test shall be a Compensation Event.

31. Correction of Defects

31.1 The Employer shall give Notice to the Contractor of any Defects before the End of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time Notice of a Defect is given, the Contractor shall correct the Notified Defect within the Length of Time specified by the Employer's Notice.

32. Uncorrected Defects

32.1 If the Contractor has not corrected a Defect within the Time Specified in the Employer's Notice, the Employer will assess the Cost of having the Defect corrected, and the Contractor will pay this Amount.

D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain Items for the Construction, Installation, Testing and Commissioning Work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the Quantity of the Work done at the Rate in the BOQ for each Item.

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the Progress of the Work by him.

a. Increase or decrease of any Item of Work included in the Bill of Quantities (BOQ).
b. Omit any Item of Work.
c. Change the Character or Quality or Kind of any Item of Work.
d. Change the Levels, Lines, Positions, Locations and Dimensions of any Part of the Work.
e. Execute Additional Items of Work of any kind necessary for the Completion of the Works and
f. Change in any Specified Sequence, Methods or Timing of Construction of any Part of the Work.

34.2 The Contractor shall be bound to carry out the Work in accordance with any Instructions in this Connection, which may be given to him in Writing by the Employer and such Alteration shall not vitiate or invalidate the Contract.

34.3 Variations shall not be made by the Contractor without an Order in Writing by the Employer, provided that no Order in Writing shall be required for Increase or Decrease in the Quantity of an Item appearing in the BOQ so long as the Work executed conforms to the Approved Drawings.

34.4 The Contractor shall promptly request in Writing to the Employer to confirm Verbal Orders and if no such Confirmation is received within 15 days of Request, it shall be deemed to be an Order in Writing by the Employer.

35. Payments for Variations

35.1 Payment for Increase in the Quantities of an Item in the BOQ upto 25% of that provided in the Bill of Quantities shall be made at the Rates quoted by the Contractor.

35.2 For Quantities in Excess of 125% of the Tendered Quantity of an Item as given in the BOQ, the Contractor shall be paid at the Rate entered in or derived from the Schedule of Rates (applicable for the Area of the Work and Current at the Time of Award of Contract) plus or minus the Overall Percentage of the Original Tendered Rates over the Current Schedule of Rates prevalent at the Time of Award of Contract.

35.3 If there is no Rate for the Additional, Substituted or Altered Item of the Work in the BOQ, Efforts would be made to derive the Rates from those given in the BOQ or the Schedule of Rates (Applicable for the Area of the Work and Current at the Time of Award of Contract) and if found Feasible, the Payment would be made at the Derived Rate for the Item plus or minus the Overall Percentage of the Original Tendered Rates over the Current Schedule of Rates prevalent at the Time of Award of Contract.

35.4 If the Rates for Additional, Substituted or Altered Item of Work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his Quotation for the Items supported by Analysis of the Rate or Rates claimed, within 7 days.

35.5 If the Contractor's Quotation is determined Unreasonable, the Employer may order the Variation and make a Change to the Contract Price which shall be based on Employer's own Forecast of the Effects of the Variation on the Contractor's Costs.

35.6 If the Employer decides that the Urgency of Varying the Work would prevent a Quotation being given and considered without Delaying the Work, no Quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no Circumstances, the Contractor shall suspend the Work on the Plea of Non Settlement of

Rates for Items falling under this Clause.

36. Submission of Bills for Payment

36.1 The Contractor shall submit to the Employer Monthly Bills of the Value of the Work completed less the Cumulative Amount Paid previously.

36.2 The Employer shall check the Contractor's Bill and determine the Value of the Work executed which shall comprise of (i) Value of the Quantities of the Items in the BOQ Completed and (ii) Valuation of Variations and Compensation Events.

36.3 The Employer may exclude any Item paid in a Previous Bill or reduce the Proportion of any Item previously paid in the Light of Later Information.

37. Payments

37.1 Payments shall be adjusted for Deductions for Advance Payments, other than Recoveries in Terms of the Contract and Taxes at Source as applicable under the Law. The Employer shall pay the Contractor within 60 Days of Submission of the Bill. The Contractor shall be liable to pay Liquidated Damages for Shortfall in Progress. For Progress beyond the Agreed Programme, Payment is subject to Availability of the Grants.

37.2 Items of the Works for which no Rate or Price has been entered in, will not be paid for by the Employer and shall be deemed covered by other Rates and Prices in the Contract.

38. Compensation Events

38.1 The following are Compensation Events unless they are caused by the Contractor.

a. The Employer does not give Access to a Part of the Site by the Site Possession Date stated in the Contract Data.
b. The Employer orders a Delay or does not issue Drawings, Specifications or Instructions Required for Execution of Works on time.
c. The Employer instructs the Contractor to uncover or to carry out Additional Tests upon Work which is then found to have no Defects.
d. The Employer gives an Instruction for dealing with an Unforeseen Condition, caused by the Employer, or Additional Work required for Safety or other Reasons.
e. The Effect on the Contractor of any of the Employer's Risks.
f. The Employer unreasonably delays issuing a Certificate of Completion.
g. Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause Additional Cost or would prevent the Work being completed before the Intended Completion Date, the Contract Price shall be increased and / or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as Information demonstrating the Effect of each Compensation Event upon the Contractor's Forecast Cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's Forecast is deemed Unreasonable, the Employer shall adjust the Contract Price based on Employer's own Forecast. The Employer will assume that the Contractor will react competently and promptly to the Event.

38.4 The Contractor shall not be entitled to Compensation to the Extent that the Employer's Interests are adversely affected by the Contractor not having given Early Warning or not having cooperated with the Employer.

39. Tax

39.1 The Rates quoted by the Contractor shall be deemed to be inclusive of the Sales and Other Taxes that the Contractor will have to pay for the Performance of this Contract. The Employer will perform such

Duties in regard to the Deduction of such Taxes at Source as per Applicable Law.

40. Price Adjustment

40.1 Contract Price shall be adjusted for increase or decrease in rates and Prices of Labour, Materials, Fuels and Lubricants in accordance with the following Principles and Procedures and as per the Formulae given in the Contract Data.

a. The Price Adjustment shall apply for the Work done from the Date of Commencement upto the End of Original Period of Completion or Extensions granted by the Employer and shall not apply to Work carried out beyond the Stipulated Period of Completion for Reasons attributable to the Contractor.

b. Price Adjustment shall be admissible from the Date of Opening of Tenders (Original or Extended).

c. The Price Adjustment shall be determined during each quarter from the Formulae given in Contract Data.

d. Following Expressions and Meanings are assigned to the Work done during the quarter.

R = Total Value of Work done during the quarter. It will exclude Value for Works executed under Variations for which Price Adjustment (if any) will be worked out separately based on the Terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the Provisions of this or other Clauses in the Contract, the Unit Rates included in the Contract shall be deemed to include Amounts to cover the Contingency of such other rise or fall in costs.

41. Liquidated Damages

41.1 The Contractor shall pay Liquidated Damages to the Employer at the Rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date for the whole of the Works or milestone as stated in the Contract Data. The Total Amount of Liquidated Damages shall not exceed the Amount defined in the Contract Data. The Employer may deduct Liquidated Damages from Payments due to the Contractor. Payment of Liquidated Damages does not affect the Contractor's Liabilities.

41.2 If the Intended Completion Date is extended after Liquidated Damages have been paid, the Employer shall correct any Overpayment of Liquidated Damages by the Contractor by adjusting the Next Payment of Bill.

42. Advance Payments

42.1 The Employer shall make Payment to the Contractor of the Amounts stated in the Contract Data by the Date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a Form acceptable to the Employer issued by a Nationalized / Scheduled Bank in Amounts equal to the Advance Payment. The Guarantee shall remain Effective until the Advance Payment has been repaid, but the Amount of the Guarantee shall be progressively reduced by the Amounts repaid by the Contractor. Interest will not be charged on the Advance Payment.

42.2 The Contractor is to use the Advance Payment only to pay for Mobilization Expenses required specifically for Execution of the Works. The Contractor shall demonstrate that Advance Payment has been used in this way by Supplying Copies of Invoices or other Documents to the Employer.

42.3 The Advance Payment shall be repaid by Deducting Proportionate Amounts from Payments otherwise due to the Contractor, following the Schedule of Completed Percentages of the Works on a Payment Basis. No account shall be taken of the Advance Payment or its Repayment in assessing Valuation of the Work done, Variations, Price Adjustments, Compensation Events or Liquidated Damages.

43. Securities

43.1 The Security Deposit (including Additional Security for Unbalanced Tenders) shall be provided to the

Employer no later than the Date Specified in the Letter of Acceptance and shall be issued in an Amount and Form and Type of Instrument acceptable to the Employer. The Security Deposit shall be valid until a date 30 days from the Date of Expiry of Defects Liability Period + Maintenance period and the Additional Security for Unbalanced Tenders shall be valid until a date 30 days from the Date of Issue of the Certificate of Completion.

44. Cost of Repairs

44.1 Loss or Damage to the Works or Materials to be incorporated in the Works between the Start Date and the End of the Defects Correction Periods shall be remedied by the Contractor at the Contractor's Cost if the Loss or Damage arises from the Contractor's Acts or Omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a Certificate of Completion.

47. Final Account

47.1 The Contractor shall supply to the Employer a Detailed Account of the Total Amount that the Contractor considers Payable under the Contract before the End of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any Final Payment that is due to the Contractor within 90 days of receiving the Contractor's Account if it is Correct and Complete. If it is not, the Employer shall issue within 90 days a Schedule that states the Scope of the Corrections or Additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the Amount Payable to the Contractor and make Payment within 60 days of receiving the Contractor's Revised Account.

48. As Built Drawings and / or Operating and Maintenance Manuals

48.1 If "As Built" Drawings and / or Operating and Maintenance Manuals are required, the Contractor shall supply them by the Dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the Dates stated in the Contract Data, or they do not receive the Employer's Approval, the Employer shall withhold the Amount stated in the Contract Data from Payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other Party causes a Fundamental Breach of the Contract.

49.2 Fundamental Breaches of Contract include, but shall not be limited to the following.

a. The Contractor stops work for 45 days when No Stoppage of Work is shown on the Current Program and the Stoppage has not been authorized by the Employer.
b. The Contractor becomes Bankrupt or goes into Liquidation other than for a Reconstruction or Amalgamation.
c. The Employer gives Notice that Failure to correct a Particular Defect is a Fundamental Breach of Contract and the Contractor fails to correct it within a Reasonable Period of Time determined by the Employer.
d. The Contractor does not maintain a Security which is required.
e. The Contractor has delayed the Completion of Works by the Number of Days for which the

Maximum Amount of Liquidated Damages can be paid as defined in the Contract data; and

f. If the Contractor, in the judgment of the Employer has engaged in Corrupt or Fraudulent Practices in competing for or in the Executing the Contract.

For the purpose of this paragraph "**Corrupt Practice**" means the Offering, Giving, Receiving or Soliciting of any thing of Value to influence the Action of a Public Official in the Procurement Process or in Contract Execution. "**Fraudulent Practice**" means a Misrepresentation of Facts in order to influence a Procurement Process or the Execution of a Contract to the Detriment of the Borrower and includes Collusive Practice among Tenderers (prior to or after Tender Submission) designed to establish Tender Prices at Artificial Non Competitive Levels and to deprive the Borrower of the Benefits of Free and Open Competition.

49.3 When either Party to the Contract gives Notice of a Breach of Contract to the Employer for a Cause other than those Listed under Sub Clause 49.2 above, the Employer shall decide whether the Breach is Fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for Convenience.

49.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site Safe and Secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a Fundamental Breach of Contract by the Contractor, the Employer shall prepare Bill for the Value of the Work done Less Advance Payments received upto the Date of the Bill, Less other Recoveries Due in Terms of the Contract, Less Taxes Due to be deducted at Source as per Applicable Law and Less the Percentage to apply to the Work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the Total Amount due to the Employer exceeds any Payment due to the Contractor, the Difference shall be a Debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's Convenience or because of a Fundamental Breach of Contract by the Employer, the Employer shall prepare Bill for the Value of the Work done, the Reasonable Cost of Removal of Equipment, Repatriation of the Contractor's Personnel employed solely on the Works and the Contractor's Costs of protecting and securing the Works and Less Advance Payments received upto the Date of the Certificate, Less other Recoveries due in Terms of the Contract and Less Taxes due to be deducted at Source as per Applicable Law and make Payment accordingly.

51. Property

51.1 All Materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the Property of the Employer, if the Contract is terminated because of a Contractor's Default.

52. Release from Performance

52.1 If the Contract is frustrated by any Event entirely Outside the Control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site Safe and stop work as quickly as possible after receiving this Certificate and shall be paid for all Work carried out before receiving it and for any Work carried out afterwards to which Commitment was made.

F. Special Conditions of Contract

The following Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract and Instructions to Tenderers as an Extension and not in Limitation of the Obligations of the Contract. In case of Discrepancy between these Special Conditions of Contract and the General Conditions of Contract, the decision of the Employer shall be final and binding on the Contractor.

1. **Labour**

The Contractor shall, unless otherwise provided in the Contract, make his own Arrangements for the Engagement of all Staff and Labour, Local or Other, and for their Payment, Housing, Feeding and Transport.

The Contractor shall, if required by the Employer, deliver to the Employer a Return in Detail, in such Form and at such Intervals as the Employer may prescribe, showing the Staff and the Numbers of the Several Classes of Labour from time to time employed by the Contractor on the Site and such other Information as the Employer may require.

2. **Compliance with Labour Regulations**

During Continuance of the Contract, the Contractor shall abide at all times by all existing Labour Enactments and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government or Local Authority and any other Labour Law (including Rules), Regulations, Bye Laws that may be passed or Notification that may be issued under any Labour Law in future either by the State or the Central Government or the Local Authority. The Contractor shall keep the Employer Indemnified in case any action is taken against the Employer by the Competent Authority on Account of Contravention of any of the Provisions of any Act or Rules made there under, Regulations or Notifications including Amendments. If the Employer is caused to pay or reimburse, such Amounts as may be necessary to cause or observe, or for Non Observance of the Provisions Stipulated in the Notifications / Bye Laws / Acts / Rules / Regulations including Amendments, if any, on the part of the Contractor, Employer shall have the Right to deduct any Money due to the Contractor including his Amount of Security Deposit. The Employer shall also have Right to recover from the Contractor any Sum required or estimated to be required for making Good the Loss or Damage suffered by the Employer. The Employees of the Contractor in no case shall be treated as the Employees of the Employer at any point of time.

3. **Protection of Environment**

The Contractor shall take all Reasonable Steps to protect the Environment on and off the Site and to avoid Damage or Nuisance to Persons or to Property of the Public or others resulting from Pollution, Noise or other Causes arising as a Consequence of his Methods of Operation. During Continuance of the Contract, the Contractor shall abide at all times by all Existing Enactments on Environmental Protection and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government, or Local Authorities and any other Law, Bye Law, Regulations that may be passed or Notification that may be issued in this respect in future by the State or Central Government or the Local Authority.

4. **Possession of the Site**

The Employer shall give the possession of the Site to the Contractor based on the mutually agreed Construction Schedule between the Employer and the Contractor. If Possession of a Part is not given as per the mutually agreed Schedule then the Employer will assess the Probable Delay that may arise due to non availability of that particular part of Site to the Contractor.

5. The Tender Documents uploaded in the e – Procurement Portal, Tender Terms arrived at during Process of Clarifications together with the Letter of Acceptance thereof, shall constitute a Binding Contract between the Successful Tenderer and the Employer and shall form the Foundation of the Rights and Obligation of both the Parties.

6. The Several Documents forming the Contract are to be taken as mutually explanatory of one another, Detailed Drawings being followed in preference to Small Scale Drawings and Figured Dimensions in preference to the Measured Ones. Special Conditions shall be followed in preference to General Conditions / Clauses of the Contract. Particular Specifications shall be followed in preference to General Specifications applicable to the Contract.

7. In case of Discrepancy / Inconsistency between the Description in the Scope of Works, Specifications, Nomenclature of Items and / or the Drawings, Conditions of Contract, Qualification Document and if there are Varying or Conflicting Provisions made in any Document forming Part of the Contract, the Employer shall be the Deciding Authority with regard to the Intention / Interpretation of the Document and his Decision shall be final and binding on the Contractor without any reservations.

8. The Right to carry out the Work either in Conformity with or in a Manner entirely different from the Terms of this Tender Document that may be considered most suitable before or subsequent to the Receipt of Tenders due to Exigencies of Work is reserved with the Employer.

9. Any Error in Description or any Omissions there from, shall not vitiate the Contract or release the Contractor from the Execution of the whole or any part of the Works comprised therein according to Drawings and Specifications or from any of his Obligations under the Contract.

10. The Work shall not be subcontracted.

11. Time is the Essence of the Contract and it shall be clearly understood that the Contractor is bound to complete the Work in every respect within the Intended Completion Period as stated in the Contract Data.

12. Within fifteen days from the Date of Signing the Agreement and before Commencement of the Work, the Contractor shall submit the following Details / Documents to the Employer for his Approval.

    a. Time and Progress Chart in direct relation to the Intended Completion Period along with Milestones as stated in the Contract Data for Completion of the Items or Groups of Items of Work and for the Contract as a whole. It shall indicate the Procedure and Method in which the Work is proposed to be carried out, the Forecast of the Dates of Commencement and Completion of Various Grades or Sections and the Arrangements regarding Constructional Plant and Temporary Works, which the Contractor intends to make. The Programme of Work may be amended as and when necessary by Agreement between the Employer and the Contractor within the Limitations of Time imposed by the Contract Documents.

    b. **Mapping of Existing Utilities:**
    The Successful Tenderer (Contractor), on Award of Work, shall map all the Existing Service Lines, above and below the ground level within the Battery Limit, such as Water Supply, Underground Drainage, Electrical, Telephone, Optical Fibre Cables, etc. Mapping of the Service Lines below the Ground Level shall be carried out using Ground Penetrating Radar (GPR) Equipment. Mapping shall be got approved by all the respective Service Departments at

the Risk and Cost of the Contractor. The Contractor shall submit the Approved Maps to the Employer.

c. Topographical Survey shall be carried out and Topographical Survey Plan along with Levels and Sections (as per the MoRT&H Specifications) of the Project Roads mentioned under the Package shall be submitted both in Hard and Soft Copy by the Contractor.

d. Traffic Diversion Plan in accordance with the Traffic Department shall be submitted for the Approval before Commencement of the Work.

e. After Approval of the Traffic Diversion Plan by the Concerned Authorities, Notification and Diversion Display Boards of Dimensions 1.8m X 1.6m (at 2.8m height from the Ground Level) of minimum 8 Nos. in the Project Battery Limit shall be installed before Commencement of the Work by the Contractor.

f. The Contractor shall submit the required Mix Design Reports for Pavement Quality Concrete, Bituminous Materials and Concrete of other Grades before Commencement of the Work for the Approval of the Chief Engineer. Further, the Contractor shall submit necessary Quality Control Reports from the Manufactures / Third Party for other Materials before using the same in the Work.

g. On Award of the Work, the Contractor shall demonstrate Execution of White Topping for a length of 50m with the Pavers, which are to be deployed in the Work by the Contractor, and shall prove Quality by conducting necessary Quality Control Tests, Workmanship of his Works as per the required Specifications / Standards of relevant IRC / BIS. Any Improvements required with respect to the Quality, Workmanship and Speed of Execution of the Work as decided by the Employer, such Modifications shall be carried out by the Contractor for Execution of the Work. The Decision of the Employer / Employer's Representatives in this regard shall be final and the Contractor shall abide by the same.

13. The Contractor shall prepare and submit the Working Drawings / Good for Construction Drawings along with the required Survey / Investigation Reports to the Employer and get approval for the same by the Employer at Contractor's own risk and cost before Commencement of the Work. The Employer will approve the Drawings within 10 Working Days from the Date of Submission of the Drawings by the Contractor.

14. On the basis of Project Scheduling, the Contractors shall also supply Monthly Bar Chart for Completion of each Item of Work and other necessary Information for monitoring the Progress of the Work. The Contractor shall also supply suitably Updated Monthly Bar Charts, etc. incorporating inter alia the Decision taken during Site Inspections / Review Meetings.

15. The Approval of the above Programme by the Employer shall not absolve or relieve the Contractor of any of his Responsibilities to complete the whole of the Works by the Intended Completion period or Extended Completion Period, if any.

16. **Progress of Work**

The Contractor shall give the Employer on the 4th Day of each Month a Progress Report of the Work done during the Previous Month.

The Progress of Work will be reviewed periodically by the Employer with the Contractor and Shortfalls, if any sorted out, the Contractor shall thereupon take such Action as may be necessary to

bring back his Work to Schedule without any Additional Cost to the Employer by employing Overtime Operations, increasing the Number of Shifts, Capacity of the Equipment or otherwise as directed by the Employer and nothing shall be paid extra.

17. **Drawings to be kept at Site**
The Required Sets of the Drawings as approved by the Employer shall be kept by the Contractor at the Site and the same shall at all reasonable time be available for Inspection and Use by the Employer and his approved Representative and any other person authorized by the Employer in writing.

18. **Inspection of Works**
In addition to the Provisions of Relevant Clauses of the Contract, the Work shall also be open to Inspection by the Employer and his approved Representative. The Contractor shall at all times during the Usual Working Hours and at all times at which Reasonable Notices of the Intention of the Employer or his approved Representative as stated above to visit the Works shall have been given to the Contractor, either himself be present to receive the Orders and Instructions or have a responsible Site Engineer duly accredited in writing, to be present for that Purpose.

19. **Foreign Exchange**
It shall be clearly understood that no Foreign Exchange shall be made available for the Purpose of Equipment, Plants, Machinery or Materials of any kind or any other Items / Purposes required to be carried out in Execution of the Work. It shall be clearly understood that no Foreign Exchange required for importing Equipments, Materials for Tools, Plants and Machinery, etc. that may be required in carrying out the Work, even from the Rupee Payment Country will be made available.

20. The Contractor shall make his own arrangement at his own Cost for the Provision of Telephone Facilities at the Site of Works or at any other place.

21. No Accommodation is available at the Site of Work for Office, Residence, Labour, Store, Casting Yard, etc. and the Contractor has to make his own Arrangement and no Claim whatsoever on this account shall be entertained.

22. The Contractor shall make his own arrangement for the Disposal of the Spoils / Excavated Earth / Debris from the Works to such Place, approved by the Employer, where the same shall not cause Nuisance and shall be acceptable to the Authorities concerned.

23. The Electric and Water Connections to be obtained for use of the Work under the Contract are subject to the following Conditions.
   a. The Contractor shall make his own arrangement for Electricity and Water Supply. However, the Employer will assist the Contractor to get Power from the concerned Department at the Contractor's Cost.
   b. The Employer shall in no way be Responsible for any Delay in getting the Electric Connection and Water and no Claim on this account whatsoever, shall be entertained. It shall be clearly understood that the Contractor has to make his own Arrangement for Generators for use before the Electric Connection is made available and also to be used as a Stand by Arrangement in case of Power Failure, etc. or in the case of Disconnection of Electric Supply by the concerned Department for any reason.

24. **Safety of Workers**
In respect of all Labour directly or indirectly employed in the Work for the Performance of the Contractor's Part of this Agreement, the Contractor shall at his own Expense arrange for the Safety

Provisions as per Indian Standard Safety Codes shown below and shall at his own Expense provide all Facilities in connection there with. In case, the Contractor fails to make Arrangement and provide Necessary Facilities as aforesaid, he shall be liable to pay **Rs. 10000/-** per Day for each day of Delay from the Date of Notice issued to the Contractor in this regard and in addition the Employer shall be at liberty to make Arrangement and provide Facilities as aforesaid and recover the Cost incurred on that behalf from the Contractor, and no Claims whatsoever shall be entertained.

i.	IS: 3696 (Part I) – 1966	Safety Code for Scaffolds and Ladders
ii.	IS: 3696 (Part II) – 1966	Safety Code for Scaffolds and Ladders, Part II Ladders
iii.	IS: 3764 – 1966	Safety Code for Excavation Work
iv.	IS 4081 – 1967	Safety Code for Blasting and Drilling Operations
v.	IS: 4138 – 1977	Safety Code for Working in Compressed Air
vi.	IS: 5121	Safety Code for Piling and other Deep Foundations
vii.	IS: 5916 – 1970	Safety Code for Construction involving Use of Hot Bituminous Materials
viii.	IS: 7293 – 1974	Safety Code for Working with Construction Machinery
ix.	IS: 7969 –1975	Safety Code for Storage and Handling of Building Materials
x.	Any other Code and / or as per directions of the Employer.	

25. The Employer shall have Full Powers to send Workmen and employ on the Premises to execute Fittings and other Work not included in the Contract. For whole Operations, the Contractor is to afford every Reasonable Facility during Ordinary Working Hours provided that such Operations shall be carried on in such a manner as not to impede the Progress of the Work included in this Contract in the opinion of the Employer.

26. The Contractor shall conduct his Work so that not to interfere with or hinder the Progress or Completion of the Work being performed by other Contractors, Piece Workers or by the Employer and shall as far as possible arrange his Work and shall place and dispose the Operations of the other Contractors, Piece Workers, or of the Employer. The Contractor shall arrange his Work with that of the others in an Acceptable Manner and shall perform it in Proper Sequence to the complete Satisfaction of the Employer at the Contractor's own Cost.

27. **No Waiving of Legal Rights and Powers**

The Employer shall not be precluded or stopped from taking any Measurements and Framing of Estimates or Detaining any Certificates made either before or after the Completion and Acceptance of the Work and Payment, from showing the True Amount and Character of the Works Performed and Materials furnished by the Contractor and from showing that any such Measurements, Estimates or Certificates Untrue or incorrectly made and that the Employer shall not be precluded or stopped from recovering from the Contractor and such Damages as it may be sustained by Reasons of his Failure to comply with the Terms and Conditions of the Contract. Neither the Acceptance by the Employer nor any Payment for Acceptance of the whole or any part of the Work nor any Extension of Time nor any Possession taken by the Employer shall operate as a Waiver of any Portion of the Contract or any Power herein reserved or of any Risk to Damage. A Waiver of any Breach of the Contract shall not be held to be a Waiver of any other or subsequent Breach.

28. **Night Work**

For Completing the Work well within the Intended Completion Period, the Contractor is required to work in three shifts (including Night Work) and no Claim whatsoever shall be entertained on this account, not withstanding, the Fact that the Contractor will have to pay to the Labours and other Staff engaged directly or indirectly on the Work according to the Provisions of the Labour Regulations and

the Agreement entered into and for Extra Amounts towards any other Reason. None of the Permanent Works shall be carried out during Night or on Authorized Public Holidays without the permission in writing of the Employer except when Work is unavoidable or absolutely necessary for the Safety of Life, Property or Work in which case the Contractor shall immediately advise the Employer accordingly, provided that the Provisions of this Condition shall not be Applicable in the case of any Work which is customary to carry out by Rotation or in Double Shift.

29. No Work shall be covered or put out of View without the approval of the Employer or his approved Representative and the Contractor shall afford Full Opportunity for Examination of such Services before these are permanently installed or extended thereof as per Site Requirement.

30. The Execution of any Items of Work where any Incidental Work is actually required but not specifically stated in the Tender Document, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing extra on account of such Incidental Charges, if any, shall be paid.

31. No Payment will be made to the Contractor for Damage caused by Rains, or other Natural Calamities or Accidents or Acts of God, during the Execution of the Works and no such Claim on this account will be entertained.

32. The Contractor is required to submit Rates of all Items he has used to derive the Tendered Price inclusive of Cost of all Labour, Materials, Plant, Machinery, Equipments, Carriage and other Inputs, Taxes, Royalties, etc.

33. The Contractor shall maintain in Good Condition all Work till the Completion of entire Work allotted to him. From the Commencement of the Work to the Completion of the same, the Work is to be under the Contractor's Charge. The Contractor is to be held Responsible for and to make good all Injuries, Damages and Repairs, rendered necessary by Fire, Rain, Traffic, Floods or other Causes. The Employer shall not be held Responsible, for any Claims for Injuries to Personal Workmen or for Structural Damage to Property happening from any Neglect, Default, Want of Proper Care or Misconduct on the Part of the Contractor or of any other of his authorized Representatives in his Employment during the Execution of the Work. The Compensation, if any, shall be paid directly to the Department / Authority / Persons concerned, by the Contractor at his own Cost.

34. The Contractor will take all Necessary Measures for the Safety of Workers during Construction and provide, erect and maintain such Barricades, including Signs, Markings, Flags and Lights, as necessary, all around the Excavation / Construction Area and at such Intermediate Points, as directed by the Employer including the Proper Identification of the Construction Areas. He shall be Responsible for all Damages and Accidents on account of Construction and other Relevant Activities. Nothing shall be paid extra on account of above.

The Temporary Warning Signs / Lamps shall be installed at all Barricades during the Hours of Darkness and kept lit there at all times during these hours and nothing shall be paid extra.

The above Provisions shall be followed strictly and at no time the Construction / Excavation Areas are to be left Unbarricaded or without Red Lamps during the Hours of Darkness. Failure to comply with the Requirements mentioned in the Preceding Paragraphs shall be deemed to be a Breach of Contract on the Part of the Contractor for which the Contractor shall be Liable to action under Relevant Clauses / Conditions of the Agreement.

In addition to other Actions being taken for such Breach of Contract, the Contractor shall be liable to

pay compensation @ Rs. 10000/- per Sqm of Area left Unbarricaded.

The Employer shall give Notice to the Contractor for such Barrication and the Contractor shall comply with the same within one day of such Notice failing which he shall be liable to pay the above Compensation and Actions for the said Breach of Contract. The Decision of the Employer in respect of the above shall be final and binding. The Contractor shall be held fully responsible for any lapses and consequent losses (Damages, Injuries, Death, etc.) in this regard.

The Contractor shall use every Reasonable Means to prevent any of Roads, Bridges communicating with or on the Routes to the Site from being damaged by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes and Vehicles to avoid such Unnecessary Damages.

35. The Contractor shall assume all Liabilities, Financial or otherwise in connection with his Contract and shall protect and save the Employer from any and all Damages and Claims that may arise because of the Presence and Operations of others working on or near the Site. The Contractor shall assume all Responsibilities for all Work not completed or accepted because of the Presence and Operations of other Contractors or Piece Workers or of the Employer.

36. At the time of Construction, the Contractor shall embed all Electrical / other Fixtures like Base Plates, Brackets, Conduits, etc. as per the Directions of the Employer. Nothing Extra whatsoever will be payable on this account.

37. For execution of any Items of Work where Incidental Works such as Bailing out Water, Shoring, etc. are actually required but not specifically stated in the Tender, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing Extra on account of such Incidental Charges, if any, shall be paid.

38. Any Upgradation in Technology in terms of Construction Procedures / Construction Materials / Construction Equipments will be adopted from time to time on mutual consents of the Employer and the Contractor.

39. **Arbitration (Clause 24)**

39.1 The Procedure for Arbitration shall be as follows.

a. In case of Dispute or Difference arising between the Employer and the Contractor relating to any Matter arising out of or connected with this Agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The Disputes or Differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by Agreement between the Parties; failing such Agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure).
b. Arbitration Proceedings shall be held at Bengaluru, Karnataka State.
c. The Cost and Expenses of Arbitration Proceedings will be paid as determined by the Arbitrator. However, the Expenses incurred by each Party in connection with the Preparation, Presentation, etc. shall be borne by each Party itself.
d. Performance under the Contract shall continue during the Arbitration Proceedings and Payments due to the Contractor by the Employer shall not be withheld, unless they are the Subject Matter of the Arbitration Proceedings.

40. **Quality Control Tests**

The Contractor shall arrange adequately equipped own Laboratory Facility Set up at Site for Site Control on the Quality of Materials and carry out all the Tests as per the Provision of BIS, MoRT&H

Specifications and as per the Instructions of the Employer / Employer's Representative.

Further, the Contractor shall adopt Construction Machineries, Execution Methodology, Quality Control System, Safety Management, etc. as per the prevailing State – of – the – Art Facilities in prior consent with the Employer.

41. The Employer might deploy Employer's Representative for Design Checking and Approval, Work Supervision, Quality Control and Supervision, Progress Monitoring, Safety Monitoring, etc. The Contractor shall abide by the Instructions / Suggestions given by the Employer's Representative for the successful completion of the Project.

42. **Existing Services / Utility Lines**

Existing Drains, Pipes, Cables, Overhead Wires, Sewer Lines, Water Lines, Power Lines and similar Services / Utility Lines encountered in the Course of the Execution of the Work shall be protected / repaired / maintained in all respects in terms of Materials, Labours, etc. against the knowingly / unknowingly Damage by the Contractor at the Contractor's own risk and cost. The Contractor shall not store Materials or otherwise occupy any part of the Site in a manner likely to hinder the Operation of such Services.

43. **Interference with Traffic and Adjoining Properties**

a. All Operations necessary for the Execution and Completion of the Works and the Remedying of any Defects therein shall, so far as Compliance with the Requirements of the Contract Permits, shall be carried out so that not to interfere unnecessarily or improperly with the following.
   i. The Convenience of the public, or
   ii. The Access to, Use and Occupation of Public or Private Roads and Footpaths or of Properties whether in the Possession of the Employer or of any other person.
b. In case any Operation connected with the Traffic necessitates Diversion, Obstruction or Closure of any Road, Railway or any other Right of Way, the Approval of the Employer and the Concerned Authorities shall be obtained well in advance by the Contractor.
c. Further, it shall be the Responsibility of the Contractor to obtain required Permission / Approval from the Concerned Traffic Police Authorities regarding Traffic Diversion at the Contractor's own Risk and Cost. The Employer will assist the Contractor in coordination only.
d. Further the Contractor is liable to follow the rules and regulation stipulated by the traffic department without fail. Event of accident or incident to the vehicles/public/pedestrian, only the Contractor will be held responsible.
e. The Contractor shall provide Skilled Flagmen for Traffic Diversion as per the Requirement of the Concerned Department.
f. The Contractor shall provide Traffic Barricades with Blinkers, Reflective Tapes, Road Delineators, Traffic Cones, Portable Signages, Reflective Lights and other necessary Traffic Signage as required, as directed by the Concerned Authorities and as per the Specifications.

44. **Protection of the White Topped Surface**

The Contractor shall cover and protect the White Topped Surface till the Final Setting of the Concrete against Rain; Leaves, Branches, Twigs of Trees; Footprints of Human beings / Animals, etc. The Contractor shall be held fully responsible for any lapses in this regard. The Contractor has to remove such defective work at his own risk and cost and redo the defective work.

45. **Concrete**

The Contractor shall obtain Pavement Quality Concrete only from the Ready Mix Concrete (RMC) Plants established by the Reputed Cement Manufacturers. The List of these Reputed Cement Manufacturers shall be approved by the concerned Chief Engineer. Further, the Contractor shall enter

into a Memorandum of Understanding (MoU) with the Approved Supplier by stating that the Supplier will be supplying the RMC to the Contractor on time as per the Requirements and this MoU shall be a part of the Contract Agreement.

Alternatively, the Contractor shall install his own Batch Mix Plant of Capacity minimum 300 cum / day. Further, Installation Details such as Location, Equipment and Accessory Details, Capacity, etc. shall be approved by the concerned Chief Engineer prior to installation.

The Design Mix of Concrete in both the cases shall be approved by the concerned Chief Engineer.

46. **Heavy Duty Cobble Stone/Inter locking Cobble Stone**
The Concrete Grade of Heavy Duty Rubber Moulded Cobble Stone proposed shall not be less than M40 and each Stone shall be provided with 3 dimension locking system.

47. **Maintenance Period**
The Tenderer shall quote suitably the Rate, inclusive of Cost of all Labour, Materials, Plant, Machinery, Equipments, Carriage and other Inputs, Taxes, Royalties, etc., towards the Maintenance Expenditures, to be incurred by him, of the Infrastructures created, during the Maintenance Period of 36 months after the Completion of Defect Liability Period of 24 months.

48. The Maintenance of the Roads handed over to the Contractor for White Topping is the sole responsibility of the Contractor. He shall ensure that the Pavement Layers are maintained in the Motorable Conditions without any Potholes from the Day of Issue of Notice to proceed with the Work. If the Contractor fails to maintain the Road, the Contractor will be liable to pay Penalty of **Rs. 10000/-** per pothole per day for each day of Delay from the Date of Notice issued to the Contractor in this regard and in addition the Employer shall be at liberty to make arrangement and provide facilities as aforesaid and recover the Cost incurred on that behalf from the Contractor, and no Claims whatsoever shall be entertained.

Annexure:

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS

1. Indian Council of Arbitration, New Delhi.
2. International Centre for Alternative Disputes Resolution (India).
3. Indian Roads Congress.
4. Indian Building Congress.
5. Indian Institute of Bridge Engineers.
6. Indian Institute of Public Health Engineers.
7. Institute of Water Works.

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:

Clause Reference

1.1 The Employer: **The Commissioner**
Address: **Bruhat Bengaluru Mahanagara Palike**
N. R. Square
Bengaluru – 560 002

Name of Authorized Representative: **Executive Engineer**
Project Central – 2
Bruhat Bengaluru Mahanagara Palike
N. R. Square, **Bengaluru – 560 002**

1.1 The Name and Identification Number of the Contract:
White Topping on Selected Roads in Bengaluru City under Phase 2, Package 1,
No. dated

The Work consists of Desilting of Roadside Drains; Refixing / Fixing of Drain Cover Slabs; Fixing of New Kerb Stones; Construction of Parking Zone; Construction of New Cast – in – Situ / Kerb Stone Median; Construction of New Roadside Drain; Laying of Utility Ducts along Footpath; Construction of New Footpath; Construction of Manholes and Cross Utility Ducts; Construction of Rainwater Recharge Pit; Milling of Existing Bituminous Surface; Providing and Laying of Bituminous Macadam for Filling of Potholes, Cracks, etc. and for Profile Correction as well; Providing and Laying of White Topping; Painting of Kerb Stones, Median; Lane Marking; Proving and Fixing of Traffic Signs; Improvements to Cross Roads; Electrical Works such as Street Lighting; etc. and Maintenance of all the Infrastructural Facilities developed in all respects for a Defect Liability Period of 24 months and Maintenance of all the Infrastructural Facilities developed in all respects during the Maintenance Period of 36 months after the Completion of Defect Liability Period.

1.1 The Start Date shall be **Date of Issue of Notice to Proceed with the Work.**

1.1 The Sites are located **along Reaches as detailed out in IFT.**

2.2 The following Documents also form part of the Contract: **N / A**

13. Insurance requirements are as under:

Sl. No.	Type of Cover	Minimum Cover for Insurance for 12 months
i.	Works and of Plant and Materials	The Sum stated in the Agreement plus 20%
ii.	Loss or damage to equipment	Full Replacement Cost
iii.	Loss or damage to property of Third Party	Full Replacement Cost
iv.	Personal Injury or Death Insurance a. for Third Party	Rs. 20.00 Lakh to cover 4 Persons @ Rs. 5.00 Lakh each.

	b. for Contractor's Employees or Labour	In accordance with the Statutory Requirements Applicable to Karnataka.

17., 26. The Intended Completion Date for the whole of the Works is **15 Months** as stipulated in IFT **from the Start Date including Monsoon with the following Milestones.**

Milestone	Physical Work in percentage (%) to be completed (Cumulative)	Period from the Date of Issue of Notice to proceed with the Work
Milestone 1	10%	1/5th of Period of Completion
Milestone 2	35%	2/5th of Period of Completion
Milestone 3	60%	3/5th of Period of Completion
Milestone 4	80%	4/5th of Period of Completion
Milestone 5	100%	Final Period of Completion

21. The Site Possession Date: **From the date of Issue of Work Order.**

21.1 The Contractor shall submit to the Employer for Approval a Program showing the General Methods, Arrangements, Order and Timing for all the Activities in the Works: **within 10 days from the Date of Signing the Agreement.**

25. The Methodology and Program of Construction: **10 Days from the Date of Entering into Agreement.**

25. The Schedule of Key and Critical Equipment to be deployed on the work as per Agreed Program of Construction: **10 Days from the Date of Entering into Agreement.**

31. The Defects Liability Period is **24 Months, which will run concurrently from the Date of the Physical Completion of the Project and on issuance of Completion Certificate by the Competent Authority.**

40. **Price Adjustment Formula:**
R = Value of Work as defined in Clause 40.1 of Conditions of Contract.

Adjustment for Labour Component

i. Price Adjustment for increase or decrease in the Cost due to Labour shall be paid in accordance with the following Formula.

$$V_L = 0.85 \times P_L / 100 \times R \times (L_i - L_o) / L_o$$

Where

V_L = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in Rates for Local Labour

Lo = The Average Consumer Price Index for Industrial Workers for Bangalore Centre for the Quarter preceding the Date of Opening of Tenders as published by the Labour Bureau, Ministry of Labour, Government of India

Li = The Average Consumer Price Index for Industrial Workers for Bangalore Centre for the Quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India

P_L = Percentage of Labour Component of the Work

Adjustment for Cement Component

ii. Price Adjustment for Increase or Decrease in the Cost of Cement Component procured by the Contractor shall be paid in accordance with the following Formula.

$V_C = 0.85 \times P_C / 100 \times R \times (C_i - C_o) / C_o$

Where

V_C = Increase or Decrease in the Cost of the Work during the Quarter under consideration due to Changes in the Rates for Cement

C_o = The All India Average Wholesale Price Index for Cement (Ordinary Portland Cement) for the Quarter preceding the Date of Opening of the Tenders as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

C_i = The All India Average Wholesale Price Index for Cement (Ordinary Portland Cement) for the Quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_C = Percentage of Cement Component of the Work

Adjustment for Steel Component

iii. Price Adjustment for Increase or Decrease in the Cost of Steel procured by the Contractor shall be paid in accordance with the following Formula.

$V_S = 0.85 \times P_S / 100 \times R \times (S_i - S_o) / S_o$

Where

V_S = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rates for Steel

S_o = The All India Average Wholesale Price Index for Steel (Steel Roads) for the Quarter preceding the Date of Opening of Bids as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

S_i = The All India Average Wholesale Price Index for Steel (Steel Roads) for the Quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_S = Percentage of Steel Component of the Work

Adjustment of Bitumen Component

iv. Price Adjustment for Increase or Decrease in the Cost of Bitumen shall be paid in accordance with the following Formula.

$V_B = 0.85 \times P_B / 100 \times R \times (B_i - B_o) / B_o$

Where

V_B = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rate for Bitumen.

B_o = The Official Retail Price of Bitumen at the IOC / HPCL / BPL or POL Depot at Mangalore, Karnataka on the day 30 days prior to the Date of Opening of Bids.

B_i = The Official Retail Price of Bitumen at the IOC / HPCL / BPL or POL Depot at Mangalore, Karnataka for the 15th Day of the Middle Calendar Month of the

Quarter under consideration.

P_B = Percentage of Bitumen Component of the Work.

Adjustment of Fuel and Lubricant Component:

v. Price Adjustment for Increase or Decrease in the Cost of Fuel and Lubricants shall be paid in accordance with the following Formula.

$V_F = 0.85 \times P_F / 100 \times R \times (F_i - F_o) / F_o$

Where

V_F = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rates for Fuel and Lubricants.

F_o = The Official Retail Price of High Speed Diesel (HSD) at the IOC / HPCL / BPL or Consumer Pump at Bangalore on the day 30 days prior to the Date of Opening of Bids.

F_i = The Official Retail Price of HSD at the IOC / HPCL / BPL or Consumer Pump at Bangalore for the 15th Day of the Middle Calendar Month of the Quarter under consideration.

P_F = Percentage of Fuel and Lubricant Component of the Work.

Note: **For the Application of this Clause the Price of HSD has been chosen to represent Fuel and Lubricant Group.**

Adjustment for Plant and Machinery Spares Component:

vi. Price Adjustment for Increase or Decrease in the Cost of Plant and Machinery Spares procured by the Contractor shall be paid in accordance with the following Formula.

$V_P = 0.85 \times P_P / 100 \times R \times (P_i - P_o) / P_o$

Where

V_P = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rates for Plant and Machinery Spares.

P_o = The All India Average Wholesale Price Index for Heavy Machinery and Parts for the Quarter preceding the Date of Opening of Bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_i = The All India Average Wholesale Price Index for Heavy Machinery and Parts for the Quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_P = Percentage of Plant and Machinery Spares Component of the Work.

Note: **For the application of this Clause index of Heavy Machinery and Parts has been chosen to represent the Plant and Machinery Spares Group.**

Adjustment for Other Materials:

vii. Price Adjustment for Increase or Decrease in the Cost of other Materials other than Cement, Steel, Bitumen, Fuel and Lubricants procured by the Contractor shall be paid in accordance with the following Formula.

$V_M = 0.85 \times P_M / 100 \times R \times (M_i - M_o) / M_o$

Where

V_M = Increase or Decrease in the Cost of Work during the Quarter under consideration due to Changes in the Rates for Local Materials other than Cement, Steel, Bitumen, Fuel and Lubricants.

M_o = The All India Average Wholesale Price Index for all Commodities for the Quarter preceding the Date of Opening of Bids as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

M_i = The All India Average Wholesale Price Index for all Commodities for the Quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_M = Percentage of other Material Component (Other than Cement, Steel, Bitumen, Fuel and Lubricants) of the Work.

The following Percentages will govern the Price Adjustment for the entire Contract:

1. Labour – P_L 22.8%
2. Cement – P_C 12%
3. Steel – P_S 5%
4. Bitumen – P_B 2.5%
5. Fuel and Lubricants – P_F 6%
6. Plant and Machinery Spares – P_P 13.70%
7. Other materials – P_M 38%

TOTAL **100.0 %**

41. The Liquidated Damages for the whole of the Works are **0.1% of the Final Contract** Price per day.

41. The Maximum Amount of Liquidated Damages for the whole of the Works: **10% of Final Contract Price.**

42. The Amounts of the Advance Payment are

Nature of Advance	Amount (Rs.)	Conditions to be fulfilled
1. Mobilization	5% of the Contract Price	On submission of Unconditional Bank Guarantee. (To be drawn before end of 20% of Contract Period).

(The Advance Payment will be paid to the Contractor no later than 30 days after fulfillment of the above Conditions).

42. **Repayment of Advance Payment for Mobilization**

The Advance Payment shall be repaid with Percentage Deductions from the Interim Payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such Payments to the Contractor has reached not less than 15% of the Contract Price and shall be made at the Rate of 7.5% of the Amounts of all Interim Payment Certificates until such time as the Loan has been repaid, always provided that the Loan shall be completely repaid prior to the Expiry of the Original Time for Completion pursuant to Clauses 17 and 26.

48.	The Date by which "As Built Drawings" (in scale 1:100) in 3 sets are required is within **30 days** of Issue of Certificate of Completion.
48.	The Amount to be withheld for failing to supply "As Built Drawings" by the date required is **Rs. 100000/-**.
49.2	The following Events shall also be Fundamental Breach of the Contract. **1. The Contractor has contravened Clauses 7 and 9 of CC.**
50.1	The Percentage to apply to the Value of the Work not completed representing the Employer's Additional Cost for completing the Works shall be **30%**.

SECTION 7: Specifications

For Specifications, all the Latest Editions of Relevant Codes of Indian Road Congress, Special Publications, Bureau of Indian Standards, MoRT&H shall be referred to.

SECTION 8: Drawings

Drawings are uploaded in the e – Procurement Portal.

SECTION 9: Financial Bid

Financial Bid (Bill of Quantities) is uploaded in the e – Procurement Portal.

Note to Bill of Quantities:

1. Item for which no Rate or Price has been entered in will not be paid for by the Employer when executed and shall be deemed Covered by the other Rates and Prices in the Bill of Quantities (Refer ITT Clause 11.2 and CC Clause 37.2).
2. Unit Rates and Prices shall be quoted by the Tenderer in Indian Rupees.
3. Where there is a Discrepancy between the Rate in Figures and Words, the lower of the two will govern [Refer ITT Clause 24.1(a)].
4. Where there is a Discrepancy between the Unit Rate and the Line Item Total resulting from multiplying the Unit Rate by Quantity, the Unit Rate quoted shall govern [Refer ITT Clause 24.1 (b)].

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: ______________________________ [Name of Employer]
______________________________ [Address of Employer]

WHEREAS ______________________ [Name and Address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated ______________ to execute ______________________ [name of Contract and Brief Description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as Security for compliance with his Obligations in Accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of Rs.__________ [Amount of Guarantee][7] Rupees______________ [in Words] and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ______________ [Amount of Guarantee][8] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no Change or Addition to or other Modification of the Terms of the Contract or of the Works to be performed there under or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any Liability under this Guarantee, and we hereby waive Notice of any such Change, Addition or Modification.

This guarantee shall be valid until 30 days from the Date of Expiry of Defects Liability Period + Maintenance period.

Signature and Seal of the Guarantor:
Name of Bank:
Address:
Date:

[7] An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

[8] An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

SECTION 11: BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To
The Commissioner
Bruhat Bengaluru Mahanagara Palike
N. R. Square
Bengaluru – 560 002

In accordance with your **Tender No.** dated for the Work of **White Topping on Selected Roads in Bengaluru City under Phase 2** (hereinafter called "the Tender"), M/s. ________________________ one of the Tenderers (hereinafter called the "the Tenderer") having its Registered Office at ________________________________, wishes to participate in the said Tender and an irrevocable Bank Guarantee against Earnest Money Deposit for an Amount of Rs. ____________ (Rupees) is required to be submitted by the Tenderer towards the Tender Security.

KNOW ALL MEN by these presents that we, ____________________________ (Name of Bank) of __________ (Name of Country) having our Registered Office at ________________________ (hereinafter called "the Bank") at the Request of the Tenderer do hereby unequivocally and unconditionally guarantee the same Amount as stated above. The Bank is bound unto Bruhat Bengaluru Mahanagara Palike, N. R. Square, Bengaluru – 560 002 (hereinafter called "the Employer) in the same Amount as stated above for which Payment well and truly to be made to the said Employer, the Bank binds himself, his Successors and Assigns by these presents.

SEALED with the Seal of the said Bank this _______ day of ______________ 2018.

The Conditions of this Obligation are:

1. If the Tenderer withdraws his Tender after Tender Opening during the Period of Tender Validity specified in the Tender Document; or
2. If the Tenderer does not accept the Correction of the Tender Price in accordance with the Instructions to Tenderers.
3. If the Tenderer having been notified of the Acceptance of his Tender by the Employer during the Period of Tender Validity
   a. Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers; or
   b. Fails or refuses to furnish the Performance Security in accordance with the Instructions to Tenderers.

We undertake to pay to the Employer upto the above Amount upon Receipt of his First Written Demand, without the Employer having to substantiate his Demand, provided that in his Demand the Employer will note that the Amount claimed by him is due to him owing to the Occurrence of one or any of the Conditions, specifying the Occurred Condition or Conditions.

This Guarantee will remain in force upto and including ______________ (Date) i.e. 120 (one hundred and twenty) days beyond the Tender Validity as such Deadline is stated in the Instructions to Tenderers or it may be extended by the Employer, Notice of which Extension (s) to the Bank shall be received from the Tenderer on whose behalf this Guarantee has been issued. Any Demand in respect of this Guarantee should reach the Bank not later than the above Date.

Date ____________________

Signature of the Bank __________________________

Seal of the Bank ______________________________

Signature of the Witness ________________________

Name and Address of the Witness ________________

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K/W-4

GOVERNMENT OF KARNATAKA

BRUHAT BANGALORE MAHANAGARA PALIKE

OFFICE OF THE EXECUTIVE ENGINEER.,
TRAFFIC ENGINEERING CELL.,
BBMP, N.R.SQUARE,
BANGALORE-560002
Telephone: **9480683040**

TENDERS FOR THE WORK OF

Providing Rigid Pavement to Dhanvantri Road (Underpass approach to Sheshadripuram Signal) in BBMP Area

TENDER REFERENCE	:	No: EE/TEC/TEND/ 16 /2013-14 DATED: 18.01.2014
PERIOD OF SALE OF TENDER DOCUMENT	:	View e-procurement Portal
LAST DATE FOR SALE OF TENDER DOCUMENT	:	View e-Procurement Portal
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	View e-procurement Portal
TIME AND DATE OF OPENING OF TENDERS	:	will be intimated to the qualified Tenderers
PLACE OF OPENING OF TENDERS ADDRESS FOR COMMUNICATION	: :	**OFFICE OF THE EXECUTIVE ENGINEER., TRAFFIC ENGINEERING CELL., BBMP, N.R.SQUARE, BANGALORE-560002**
TENDER DOCUMENT ISSUED TO	:	

Contents



BRUHAT BANGALORE MAHANAGARA PALIKE

No: EE / TEC / TEND / 16 /2013-14

Office of the Executive Engineer
Traffic Engineering Cell Division,
Road Infrastructure., N.R.Square,
Bangalore – 560002., Dated : 18. 01. 2014

INVITATION FOR TENDER (IFT)
(Short Term Tender Notification)
(Through GOK e–Procurement Portal only)

1. The Government of Karnataka vide G.O.No.UDD/106/SFC/2013 Dated 25-11-2013 has released grants under 13th Finance Commission for Maintenance of Roads and Bridges to BBMP. The BBMP has proposed to take up the following works under the above grants.

2. The Executive Engineer Traffic Engineering Cell - Road Infrastructure, on behalf of the Commissioner., BBMP invites short term tenders from eligible Contractors registered in Bruhat Bangalore Mahanagara Palike or equivalent registration with CPWD / KPWD / Railways / MES/National Highway or any State Government Organizations for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract as per standard bidding document uploaded in e-procurement portal.

3. Tender documents may be downloaded from the e-procurement portal of the Government of Karnataka from **23.01.2014**

4. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for a minimum of 45 days beyond the validity of the tender.

5. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on **18.02.2014** and the opening of tenders will be as per the e-procurement portal guidelines.

6. Other details can be seen in the tender documents.

Sl. No	Name of the Work	Appx. Amount put to tender (Rs. in lakhs)	EMD (in Rupees)	Cost of Tender Document	Period of Completion
1	**Providing Rigid Pavement to Dhanvantri Road (Underpass approach to Sheshadripuram Signal) in BBMP Area.**	**450.00**	**675000.00**	**As per E-Procurement Portal**	**6 Months**
2	Providing Rigid Pavement to M.V.Jayaraman Road (Railway Over Bridge to Cantonment Junction) in BBMP Area.	272.00	408000.00	As per E-Procurement Portal	4 Months
3	Providing White Topping to Main Carriageway of Madiwala Market Road (Hosur Road to Sarjapur Road) in BBMP Area.	430.00	645000.00	As per E-Procurement Portal	4 Months
4	Providing White Topping to Kasturba Road from Hudson Circle to Siddalingaiah Circle in BBMP Area.	222.00	333000.00	As per E-Procurement Portal	4 Months
5	Providing White Topping to Ananda Rao Circle in BBMP Area.	225.50	339000.00	As per E-Procurement Portal	4 Months

Note:

1. Pre bid meeting will be held on **03.02.2014** at 15.00 hours in the office of the Chief Engineer(Road Infrastructure) to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
2. Technical Bids will be opened on the website https://eproc.karnataka.gov.in in the office of the Executive Engineer (Traffic Engineering Cell Division on **20.02.2014** after 1630 hours.
3. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://eproc.karnataka.gov.in
4. Before submission of bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
5. All the required information required for Bids must be filled and submit online.
6. For details, registration and e-payment visit GOK e-Procurement website https://eproc.karnataka.gov.in or contact e-Procurement Helpdesk at 080 – 22441076
7. This tender notice can also be seen on the BBMP website www.bbmp.gov.in

Sd/-
Executive Engineer
TEC - Road Infrastructure
Bruhat Bangalore Mahanagara Palike

Copy Submitted to the:

1. Personnel Secretary to Worshipful Mayor to bring into the notice of Worshipful Mayor.
2. Personnel assistant to Deputy Mayor to bring into the notice of Deputy Mayor.
3. Commissioner for kind information.
4. Special Commissioner (Projects)/ Additional Commissioner (Projects) for kind information.
5. Director, Directorate of Municipal Administration, V.V.Tower, Bangalore for kind information.
6. Managing Director, BMRCL, Bangalore for kind information.
7. Engineer – in Chief BBMP for kind information.
8. Engineer in Chief BWSSB for kind information.
9. Council Secretary to bring into notice of the Standing Committee (Major Works).
10. Chief Engineer (Road Infrastructure)/Environment/Markets/ South zone/ West zone/ North zone/Rajarajeshwari Nagar zone / Bommanahalli zone/ Dasarahalli zone/ Mahadevapura zone/ Byatarayanapura zone/ (SWD) for kind information.
11. Chief Engineer BESCOM / KPTCL, Bangalore. for kind information.
12. Superintending Engineer (Road Infrastructure)/Rajarajeshwari Nagar/ Bommanahalli /Dasarahalli /Mahadevapura /Byatarayanapura for kind information.
13. The Deputy Secretary (UDD) and the State Tender Bulletin Officer for kind information with a request to publish the same in the State Tender Bulletin.
14. The District Tender Bulletin Officer and the Deputy Commissioner, Bangalore Urban District with a Request to publish the same in the District Tender Bulletin.
15. CAO / Chief Auditor for kind information.
16. I.T. Advisor with a Request to publish the same in the BBMP Website.
17. All Executive Engineers with a Request to publish the same in the Notice Boards.
18. A.O (Projects) / Accounts Superintendent / Cashier for information and necessary action.
19. Public Relation Officer, BBMP to publish in two leading Newspapers in Kannada and English and also to publish the same at National Level
20. Notice board
21. Office Copy.

Executive Engineer
TEC - Road Infrastructure
Bruhat Bangalore Mahanagara Palike

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

Table of Clauses

A. General

1. Scope of Tender

1.1 The Executive Engineer (RI-TEC), on behalf of the Commissioner BBMP (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works **"Providing Rigid Pavement to Dhanvantri Road (Underpass approach to Sheshadripuram Signal) in BBMP Area"** detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and sufficient details in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years (i.e. 2008-2009 to 2012-2013)

(a) Achieved a minimum financial turnover (in all classes of civil engineering construction works only) of **Rs. 882.62 lakhs** in at least two financial years.

(b) Mandating satisfactorily completion as a prime contractor for similar nature of work value not less than **Rs. 354.00 Lakhs.**

(c) executed in any one year, the following minimum quantities of work:

1. Earth work (excavation / embankment) : 4661.60 Cum
2. Cement Concrete (Plain & Reinforced) : 157.00 Cum
3. Steel Reinforcement : 42.00 Qtl.
4. Granular sub base : 506.16 Cum
7. DLC (M10) : 1125.00 Cum
8. Construction of un-reinforced, plain cement concrete Pavement with M-35 & above grade : 2924.48 Cum

3.3 Each Tenderer should further demonstrate:

(a) Availability by owning at least 50% of the required/specified key & critical equipment for this work & the remaining 50% can be deployed on lease/hire basis for all works provided, the relevant documents (commitment agreement etc.,) for availability for this work are furnished:

Sl No	Machinery	Numbers	Evidence of Ownership to be furnished.
1	**Vibratory Roller**	**2**	**Registration certificate with fitness certificate &T.C.**
2	**Road Marking Machine**	**1**	**Ownership/ Lease certificate**
3	**Tippers**	**6**	**Registration certificate with fitness certificate &T.C., issued by R.T.O**

4	Vibratory Compactor	1	Registration certificate with fitness certificate &T.C.
5	Hydrostatic Concrete Paver	2	Ownership/ Lease certificate
6	Vibrators	6	Ownership/ Lease certificate
7	JCB	2	Registration certificate with fitness certificate &T.C., issued by R.T.O
8	Water Tanker	4	Registration certificate with fitness certificate &T.C., issued by R.T.O

(b) Liquid assets and /or availability of credit facilities of no less than **Rs 133.00 Lakhs** (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc.

3.3.1 Tenderer shall:

a) Be registered with BBMP /BDA/ NHAI/ PWD/ CPWD or other Central/State agency, as required by law to perform his obligations under this contract;

b) Conduct a reasonable background check of the personnel employed by the Tenderer to execute the Works; and

c) Personnel employed by the Tenderer for the Works shall have requisite technical, financial or managerial qualifications along with necessary professional licenses.

3.4 To qualify for a package of contracts made up of more than one item of the Works set out in the table in IFT, the Tenderer must also demonstrate having experience and resources to meet the aggregate of the qualifying criteria or have MoU with original Manufacturers having the requisite qualification for the individual contracts.

3.5 Experience and resources of sub-contractors of Tenderer shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except for other allied technical work such as electrical works and plumbing works. In such a case, sub-contractors shall comply with Clause 3.2 (b) and Clause 3.3 of ITT.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if the available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)

Where,

A = Maximum value of works executed in any one year during the last five years taking into account the completed as well as works in progress (updated to FY 2011-2012 price level)

N =Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at FY 2011-2012 price level, of existing commitments and on-going works to be completed during the next 12months (period of completion of the works for which tenders are invited - excluding monsoon period)

Note:- The statements showing the value of existing commitment and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the respective employer in charge, not below the rank of an Executive Engineer or equivalent.

3.7 Tenderers shall be immediately disqualified if they are found to have any or all of the below:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;
- record of poor performance such as, but not limited to, abandoning the works, not properly completing the contract, inordinate delays in completion;
- litigation history;
- financial failures;
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer

4.1 Each Tenderer shall submit only one tender for one package. A Tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted by the employer) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering

5.1 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit

6.1 The Tenderer or a representative of the Tenderer, at the expense, risk and responsibility of the Tenderer, must make a physical visit to and examine the Site of Works and its surroundings, and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works.

B. Tender documents

7. Content of Tender documents

7.1 Tender documents shall have all the Sections given under 'Contents of Tender Document' in this document.

8. Clarification of Tender Documents

8.1 A prospective Tenderer requiring any clarification with respect to the tender documents may notify the Employer in writing or by cable (hereinafter "Cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification that he receives 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 Pre-tender meeting:

8.2.1 The Tenderer or his authorized representative is invited to attend a pre-tender meeting that will take place at the office of the Employer at a date and time as mentioned in the e-procurement portal.

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

8.2.3 The Tenderer is requested to submit any questions in writing or by written electronic communication to reach the Employer not later than one week before the meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in sub-clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a Tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda and notifying the same to all purchasers of the tender documents.

9.2 Any addendum thus issued shall be part of the tender documents and shall be posted online in the e-procurement portal that Tenderers should download.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders on-line through e-procurement portal, in accordance with sub-clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall be in two covers/folders and shall contain the documents as follows:

10.1.1 First Cover:/Folder (Only online)

a) EMD; on-line payment through e-Procurement platform;
b) Qualification Information as per formats given in Section 3;
c) Tender transaction fee. Online payment through e-Procurement platform;
d) General eligibility criteria;
e) Document / evidence required from the tenderer.

10.1.2 Second Cover: (Only online)

a) The Tender (in the format indicated in Section 4(I))
b) Priced Bill of Quantities (as per formats given in Section 9); online through e-procurement portal; and
c) Any other materials required to be submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4(I), 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole Works as described in sub-clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made online only before the submission of the tender

11.3 All duties, taxes, and other levies payable by the Contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause40 of the Conditions of Contract.

12. Tender validity

12.1 Tenders shall remain valid for a period not less than **90** days after the deadline date for tender submission specified in Clause 16. Any tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderer's response shall be made in writing or by written electronic communication. A Tenderer may refuse the request without forfeiting his EMD. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his EMD for the period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest Money Deposit

13.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particular Work. shall be paid in the e – procurement portal using any of the following modes.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

NEFT Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log

into e – Procurement System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e – Procurement System as part of its Bid also.

OTC Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated Axis Bank Branches listed in the e – Procurement Website (www.eproc.karnataka.gov.in), the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

13.2 EMD Amount shall be submitted by the Tenderer taking into account of the following Conditions.

a. **EMD shall be accepted only in the form of Electronic Cash will be maintained in the Government's Central Pooling Account** at ICICI Bank until the Work is awarded
b. The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 13.1 and 13.2.

13.3 Any Tender not accompanied by an acceptable EMD and not secured as indicated in Sub Clauses 13.1 and 13.2 above shall be rejected by the Employer as Non Responsive.

13.4 The Earnest Money Deposit of the Unsuccessful Tenderers will be returned within 30 days of the end of the Tender Validity Period as specified in Sub Clause 12.1.

13.5 The Earnest Money Deposit of the Successful Tenderer will be discharged only when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The Earnest Money Deposit may be forfeited

a. If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity;

b. If the Tenderer does not accept the Correction of the Tender Price, pursuant to Clause 24; or
c. In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
   i. Sign the Agreement; or
   ii. Furnish the required Performance Security.

14. Format and signing of Tender

Tenderer shall submit the Bid electronically before the submission date and time published in e-procurement portal.

D. Submission of Tenders

15. Sealing and marking of tenders

Tenderer shall submit the Tender document electronically before the submission date and time published. The document for submission shall be uploaded in PDF format and submitted in the order mentioned below.

1. Content sheet with name of folder / file, No of pages in each folder / file and size of the folder/file.

FIRST COVER /FOLDER (TECHNICAL PART)

2. As per Section 3 - Qualification information
   a. Qualification information summary sheets
   b. Affidavit as per the format attached in qualification information.
   c. Brief description of tenderer with the details of contact person for communication with BBMP
   d. Attested copy of Registration certificate of the contractor
   e. EMD as specified in the Table of ITT in the document.
   f. Power of attorney for signing the tender as per the format attached in qualification information.
   g. Work performed & quantity executed as per Table 1 & 2 with supporting certificates from client for the claims mentioned in tables 1 & 2 of qualification information.
   h. Tables 3 A & 3 B of qualification information with supporting certificate from client &calculation sheet for available tender capacity.
   i. Availability of machinery as per Table 4 of qualification information.
   j. Experience & qualification of key persons as per Table 5 of qualification information.
   k. Financial statement for past five F.Y, contains balance sheet, profit & loss, statement on cash on hand, liquid assets etc from Charted Accountant.
   l. Line of credit and details of tenderer's bank with reference as per format attached in qualification information.
   m. Litigation history as per Table 7. of qualification information.

n. Method adopted for construction program, bar chart, quality assurance program as per clause 1.13 of qualification information

SECOND COVER/FOLDER (FINANCIAL PART)

a. Form of tender as per section 4 (I) of tender document.
b. Priced Bill of Quantity.
c. Any other materials required to be completed and submitted by Tenderers in accordance with ITT.

16. Deadline for submission of the Tenders

16.1 Tenders must be submitted on-line in the e-Procurement portal of the Employer before the notified date and time.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 In online e-Procurement system, you shall not be able to submit the Tender after the Tender submission time and date as the icon or the task in the e-procurement portal will not be available.

18. Modification and Withdrawal of Tenders

18.1 Tenderer has all the time to modify and correct or upload any relevant document in the portal till tender submission date and time, as published in the e-Procurement portal. In e-procurement portal the Contractor has the option of withdrawing the Tender by digitally signing to withdraw/cancel Tender before the Tender submission time/date.

E. Tender opening and evaluation

19. Opening of First Cover/folder (Technical Part) of all Tenders and evaluation to determine qualified Tenderers:

19.1 The Employer will open online the First Covers of all the Tenders received through e-procurement portal, in the presence of the Tenderers or their representatives who choose to attend on the date and the place specified in the e-procurement portal. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 The Tenderers' names, the presence or absence of EMD (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.

19.3 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with sub-clause 19.2.

19.4 The Employer will evaluate and determine whether each tender

(a) meets the eligibility criteria defined in ITT Clause 2;

(b) is accompanied by the required EMD as per stipulations in ITT Clause; and

(c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20. Opening of Second Cover/folder (Financial Part) of qualified Tenderers and evaluation:

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open online the Second Covers of qualified Tenderers at the appointed time and date (as indicated in the e-procurement portal) in the presence of the Tenderers or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

20.2 The Employer shall prepare minutes of the Second Cover Tender opening.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 The Tenderer may modify the tender only before the last date for submission of the tender, as indicated on the e-procurement portal.

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.3 The estimated effect of the price adjustment conditions under Clause 40 of the Conditions of Contract, Section 5, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.4 If the tender of the successful Tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the contract and/or effect pro rata deductions in the running bills so as to cover such amount that would be required to have the remaining work completed should the tenderer fail to complete the work due to acceptance of unbalanced tender .

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender price, provided that such Tenderer has been determined to be

(a) eligible in accordance with the provisions of Clause 2 of Section 2, and

(b) qualified in accordance with the provisions of Clause 3 of Section 2.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers with an adequate explanation justifying such action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by, e-mail or facsimile or e-procurement portal or through letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed under the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security Deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of

Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer is required to sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Security Deposit, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security Deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security Deposit in any of the forms given below for an amount equivalent to **5%** of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 43 of the Conditions of Contract for the Works.

- Cash
- Banker's cheque/Demand draft/Pay Order in favour of The Commissioner , BBMP, Bengaluru payable at Bengaluru
- The Bank guarantee in the form given in Section 10.
- Specified small savings instruments pledged to ....

29.2 If the Security Deposit is provided by the successful Tenderer in the form of Bank guarantee, it shall be issued either by nationalized / scheduled Bank.

29.3 The Security Deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the successful Tenderer ("**contractor**").

29.4 Failure of the successful Tenderer to comply with the requirements of Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.

30 Advance Payment

30.1 ~~The Employer will provide an advance payment on the contract price as stipulated in Clause 41 of the Conditions of Contract, subject to the maximum amount as stated in the Section 6, Contract Data.~~

31. Corrupt or Fraudulent practices

31.1 The Government of Karnataka (GOK) requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare any organization as ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the Termination provision stated in Clause 50 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer here under will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration ____________________

(Attach Copy)

Principal place of business: ____________________

1.2 Total value of **civil engineering works** executed and payments received in the last five years (in Rs. Lakhs)

2008-09__________
2009-10__________
2010-11__________
2011-12__________
2012-13__________

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

TABLE 1

Project Name	Name Employer	Description of work	Contract No.	Date of Issue of work order	Value of Contract Rs. lakhs	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

TABLE 2

Year	Name of Work	Name of Employer	Quantity of work performed units	Remarks (Indicate contract reference)
			Earthwork Excavation, CC (Plain & Reinforced), DLC, Steel, Construction of Pavement Quality Concrete (PQC)	
2008-09				
2009-10				
2010-11				
2011-12				
2012-13				

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

TABLE 3 (A)

Description of work	Place & State	Contract No.& Date	Name and Address of Employer	Value of Contract Rs. lakhs	Specified period of completion	Value of works remaining to be completed (Rs. Lakhs	Anticipated date of completion
1	2	3	4	5	6	7	8

TABLE 3 (B) Works for which Tenders already submitted:

Description of work	Place & State	Name and Address of Employer	Estimated value of work (Rs. Lakhs)	Specified period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

TABLE 4

Item of work	Requirement		Owned	Owned & Available		Remarks
	No	Capacity		Number/ Capacity	Age/Condition	
Vibratory Roller	2					
Road Marking Machine	1					
Tippers	6					
Vibratory Compactor	1					
Concrete Paver	1					
Vibrators	6					
JCB	2					
Water Tanker	4					

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

TABLE 5

Position	Name	Qualification	Year of Experience (General)	Years of experience in the proposed position	Nos required
Project Manager		B.E (Civil)	10Yrs		1
Site Engineer, Civil, MEP		B.E	3 Yrs (in respective branches)		1
Quality controlling Engr		B.E (Civil) or Dip (Civil.)	3 Yrs Exp		1
Quantity Surveyor		B.E (Civil) or Dip (Civil.)	3 Yrs Exp		1
				Total	04 Nos.

1.9 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in Section 2. ITT sub-clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

1.11 ~~Proposals for subcontracting components of works amounting to more than 20% of the contract price.~~ Deleted.

(Separate sheet should be added as per the table below)
(Attached (Yes/No)

~~TABLE 6~~ Deleted.

Item of works	Value of Sub-contract	Sub-contractor (Name & Address)	Experience in similar work *

**Attach certificate(s) from the respective employer*

1.12 Information on litigations in which the Tenderer is involved:
(Separate sheet should be added as per the table below)

(Attached (Yes/No)

TABLE 7

Other Party (ies)	Employer	Cause of Dispute	Amount involved	Remarks showing Present

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.
(Separate sheets should be added)
(Attached (Yes/No)

1.14 Additional Requirements
Tenderer should provide any additional information required to fulfill the requirements of Clause 3.1 of the Instructions to the tenderers, if applicable.

(i) Affidavit as per the format given in qualification information (Attached (Yes/No)

(ii) Undertaking as per the format given qualification information. (Attached (Yes/No)

BANKER'S CERTIFICATE

This is to certify that M/s. .... is a reputed company with a good financial standing. If the contract for this work, namely **"Providing Rigid Pavement to Dhanvantri Road (Underpass approach to Sheshadripuram Signal) in BBMP Area"** is awarded to the above firm, we shall be able to provide overdraft/credit facilities to thc extent of **Rs.** _________ lakhs to meet the working capital requirements for executing the above contract.

Name of the Bank, Senior Bank

Manger

Address:.....................................

Power of Attorney for signing of Application

(Refer Clause 1.1e of qualification Information)

Know all men by these presents, We .... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ...son/daughter/wife of and presently residing at ...., who is presently employed with us and holding the position of... , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for Qualification and submission of our tender for the ***** Project proposed or being developed by the ***** (the "Authority") including but not limited to signing and submission of all applications, tenders and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our tender, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our tender for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .... DAY OF..................2 ......

For

....

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

AFFIDAVIT

(Refer Clause 1.14 of qualification Information)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/s ______________________________ have abandoned any work on National Highways in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this tender

3. The undersigned hereby authorise (s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/ Project implementing agency.

(Signed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE

UNDERTAKING

(Refer Clause 1.14 of qualification Information)

I, the undersigned do hereby undertake that our firm M/s ________________________________ agrcc to abide by this tender for a period 120days for the datc fixcd for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works: "Providing Rigid Pavement to Dhanvantri Road (Underpass approach to Sheshadripuram Signal) in BBMP Area".

Tender

To : The Executive Engineer, Traffic Engineering Cell Division, BBMP, N R Square, Bangalore- 560002

Address :

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of ________ *[in figures]* (____) *[in letters]*.[1]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

The advance payment required is Rs.................................

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:
Name & Title of Signatory:

____

Name of Tenderer ______________________________

Address: --

____

Letter of Acceptance

(Letterhead paper of thc Employer)

_____________ [date]

To: ____ [name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated __________ for execution of **"Providing Rigid Pavement to Dhanvantri Road (Underpass approach to Sheshadripuram Signal) in BBMP Area"** [Name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees____________________________ (___________) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs.__________ within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to .... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency-----------------

Issue of Notice to proceed with the work

(Letterhead of the Employer)

——————— (date)

To

——————————————— (name and address of the Contractor)

———————————————

———————————————

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ——————— [2]a Tender Price of Rs.——— ———, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature,
name and title of signatory authorized to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the ________________day of ______________20________, between____

____[name and address of Employer] (hereinafter called "the Employer") of the one part and ____________________

____

____[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute ____________________

____

____[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees..............................

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data;
   - v) Conditions of contract (including Special Conditions of Contract);
   - vi) Specifications;
   - vii) Drawings;
   - viii) Bill of Quantities; and
   - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of ____

was hereunto affixed in the presence of:Signed, Sealed and Delivered by the said

____

in the presence of:

Binding Signature of Employer____

Binding Signature of Contractor____

SECTION 5: CONDITIONS OF CONTRACT

Table of Contents

Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 38 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body who's Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. ~~Subcontracting~~

7.1 Deleted.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or
(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or
(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;
(A) prevent loss or damage to physical property from occurring by taking appropriate measures or
(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :
(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments are due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

29.2 The Employer may appoint, mandate, outsource quality control to an independent agency or constitute a Committee of __ members on Quality Control (CQC). The CQC shall perform its duties as stated by the Employer at the time of appointment / formation.

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. Uncorrected defects

32.1.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

E. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the works shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further, approval of Govt. has to be obtained for the variation exceeding 5%.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for short fall in progress.

For progress beyond the agreed program payment is subject to availability of grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(e) The effect on the Contractor of any of the Employer's Risks.

(f) The Employer unreasonably delays issuing a Certificate of Completion.

(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own

forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. ~~Price Adjustment:~~

40.1 Deleted.

40.2 Deleted.

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. ~~Advance Payments:~~ Deleted.

42.1 ~~The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.~~

~~42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.~~

~~42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.~~

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. As built drawings and /or Operating and Maintenance Manuals

48.1 If "as built"[3] Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) Deleted.

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) Deleted.

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

52. **Release from performance**

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

F. Special Conditions of Contract

1. **Labour:**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. **Compliance with labour regulations**:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. **Protection of Environment:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. **Arbitration (Clause 24)**

4.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

(b) Arbitration proceedings shall be held at...............[4], Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) **Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.**

G. Additional Clause :

In the case of the death of a contractor after executing the agreement/ commencement of the work, his legal heir, if an eligible registered contractor and willing, can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

[Add other Clauses specific to the work for which tenders are invited.]

Annexure:

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS[5]

1.Indian Council of Arbitration, New Delhi;

2.International Centre for Alternative Disputes Resolution (India);

3.Indian Roads Congress;

4.Indian Building Congress;

5.Indian Institute of Bridge Engineers;

6.Indian Institute of Public Health Engineers;

7.Institute of Water Works

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:	**Clause Reference**
• The Schedule of Operating and Maintenance Manuals	[48]
• The Methodology and Program of Construction	[25]
• Site Investigation Reports	[14]
• The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction.	[25]

The Employer is :

Name: The Commissioner [1.1]

Address: Road Infrastructure,
Traffic Engineering Cell Division,
N R Square, Bangalore-01
Name of authorized Representative: Executive Engineer

The name and identification number of the Contract is **"Providing Rigid Pavement to Dhanvantri Road (Underpass approach to Sheshadripuram Signal) in BBMP Area".**

- Tender Reference No: EE/TEC/TEND/ 16 /13-14 Dt:18.01.2014

-DO NOT OPEN BEFORE the date mentioned in e-portal [1.1]
The Works consists of Earthwork excavation, PCC, RCC. Steel, Kerb Stones, HDPE Pipes, DLC & Cement Concrete Pavement etc.
[Brief summary, including relationship to other contracts under the Project].
The start date shall be the date of issue of notice to proceed with the work. [1.1]

The Intended Completion Date for the whole of the Works is **180 Days** with the following milestones - [17, 26]

Milestone dates:
Physical works to be completed
Period from the date of issue of
Notice to proceed with the work
Milestone 1 i.e........... 25% of the work in 2 month
Milestone 2 i.e.,..........50% of the work in 4 months
Milestone 3 i.e.,..........Full work in 6 months.

The Site Possession Date is: Immediately after issuing of work order [21]

The Site is located at **"Dhanvantri Road (Underpass approach to Sheshadripuram Signal) in BBMP Area"** and is defined in drawing enclosed. [1.1]

The Defects Liability Period is **2 YEARS.** [31]

Insurance requirements are as under: [13]

	Type of Cover	Minimum cover for Insurance[6]
(i)	Works and of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party[7]	
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

The liquidated damages for the whole of the works is ten percent of final contract price and that for the milestones are as under:

For Milestone 1: Rs.11033.00 per day
For Milestone 2: Rs.11033.00 per day
For Milestone 3: Rs.22066.00 per day

The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price i.e. [41]

The Advance Payments are:-
No Advance Payment.

The date by which "as built" drawing (in appropriate scale) in 2 sets are required is within 30 days of issue of certificate of completion of whole or section of the work as the case may be. [48]

"The date by which operating & maintenance manuals are required is within 30 days of issue of certificate of completion of whole or section of the work as the case may be [48]

The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is [48]

The following events shall also be fundamental breach of the contract: [49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's Additional cost for completing the Works shall be 30 percent. [50.1]

SECTION 7: SPECIFICATIONS

(Enclosed Separately)

SECTION 8: DRAWINGS

(Enclosed Separately)

SECTION 9: BILL OF QUANTITIES

Sl. No	Description of the Item	Est Qty	Unit	Est Rate In Rs.		Amount In Rs.
				In Figures	In Words	
1	Dismantling of existing structures like culverts, bridges, retaining walls and other structure comprising of masonry, cement concrete, wood work, steel work, including T&P and scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and stacking the serviceable material with all lifts complete as per specifications. i) Lime / Cement Concrete. I. By Manual Means: A. Lime Concrete, cement concrete grade M-10 and below including all lead and lifts and as per the directions of engineer in charge	50.00	Sqm	377.13	Rupees Three Hundred Seventy Seven Paise Thirteen Only	18856.50
2	Dismantling of Kerb Stones by manual means and disposal of dismantled materials, debris, to a final place of deposit as directed including charges of labour, loading and unloading etc., complete, with all lead and lifts as per detailed tender specifications and as directed by the Engineer, etc., complete including all lead and lifts and as per the directions of engineer in charge	1600.00	m	8.20	Rupees Eight Paise Twenty Only	13120.00
3	Dismantling of guard rails by manual means and disposal of dismantled materials, debris, to a final place of deposit as directed including charges of labour, loading and unloading etc., complete, with all lead and lifts as per detailed tender specifications and as directed by the Engineer, etc.,complete including all lead and lifts and as per the directions of engineer in charge	1500.00	m	49.68	Rupees Fourty Nine Paise Sixty Eight Only	74520.00
4	Removing B.S. slab of Drain and stacking complete including all lead and lifts and as per the directions of engineer in charge	135.00	Sqm	50.11	Rupees Fifty Paise Eleven Only	6764.85
5	Refixing stone slabs of drains and pointing in C.M (1:3) complete including all lead and lifts and as per the directions of engineer in charge	135.00	Sqm	70.03	Rupees Seventy Paise Three Only	9454.05

6	Excavation and removal of silt from roadside/ storm drains to line and length without damamging the drain structure by mechanical / manual means by loading the excavated material direclty to the tipper and disposing to the final place as directed with all leads, lifts, loading, unloading, tranporation, machine, labour etc., complete including all lead and lifts and as per the directions of engineer in charge	24.00	Cum	164.37	Rupees One Hundred Sixty Four Paise Thirty Seven Only	3944.88
7	Providing and constructing granite / trap / basalt size stone masonry in foundation cement mortar 1:6, stone hammerd dressed in courses not less than 20 cms high, bond stones at two m. apart in each course including cost of materials, labour, curing complete as per specifications including all lead and lifts and as per the directions of engineer in charge	7.20	Cum	3549.96	Rupees Three Thousand Five Hundred Fourty Nine Paise Ninety Six Only	25559.71
8	Earthwork excavation by manual means in ordinary soil involving an average horizontal throw upto 2 meters and an average lift upto 0.5 m, excavated surface leveled and sides neatly dressed, the disposed earth to be leveled neatly after breaking of clods complete as per specifications including all lead and lifts and as per the directions of engineer in charge	5826.99	Cum	188.35	Rupees One Hundred Eighty Eight Paise Thirty Five Only	1097513.57
9	M15 with OPC cement @ 240kgs, with 40mm and down size graded granite metal coarse aggregates @0.63cum and fine aggregates @ 0.42cum a) upto 5mtr height including all lead and lifts and as per the directions of engineer in charge	84.74	Cum	4517.64	Rupees Four Thousand Five Hundred Seventeen Paise Sixty Four Only	382824.81
10	Providing flush pointing to square rubble, course or uncoursed stone masonry with cement mortar 1 :3, 20mm deep, after raking joints to depth of 20mm nicely lining, including cost of materials, labour, curing complete as per specifications including all lead and lifts and as per the directions of engineer in charge	624.00	Sqm	79.92	Rupees Seventy Nine Paise Ninety Two Only	49870.08

11	Design mix M20 with one cement @ 320kgs, with 20mm and down size graded granite metal coarse aggregates @0.69cum and fine aggregates @ 0.46cum. with superplastisiser @3lts confirming to IS9103-1999 Reaffirmed-200B - i) Upto 5 m height including all lead and lifts and as per the directions of engineer in charge	111.00	Cum	5612.76	Rupees Five Thousand Six Hundred Twelve Paise Seventy Six Only	623016.36
12	Providing TMT steel reinforcement for RCC works including straightening, cutting, bending, hooking, placing in position, lapping and / or welding wherever required, tying with binding wire and anchoring to the adjoining members wherever necessary complete as per design (laps, hooks and wastage shall not be measured and paid) cost of materials, labour, HOM of machinery complete as per specifications including all lead and lifts and as per the directions of engineer in charge	52.04	q	7380.72	Rupees Seven Thousand Three Hundred Eighty Paise Seventy Two Only	384092.67
13	Providing and fixing Grating with frame (hinged) 800x800mm as per direction of Engineer in Charge. (135kg / No) including all lead and lifts and as per the directions of engineer in charge	54.00	Nos	15182.64	Rupees Fifteen Thousand One Hundred Eighty Two Paise Sixty Four Only	819862.56
14	Providing and fixing Precast cover slab of 100mm thick for drain in cement concrete M20 using graded granite jelly 20mm and down size with steel reinforcement including form work, lift charges, curing and concrete finished surfaces on both sides etc., complete and as per drawing and the directions of Engineer-in Charge	508.80	Sqm	1659.00	Rupees One Thousand Six Hundred Fifty Nine Only	844099.20
15	Providing and fixing pre cast solid cement concrete kerb stones made out of C.C. 1:2:4 with top and bottom width 114 and 165 mm respectively, 400mm high and 450mm in length finished with CM 1:3 plastering and finishing cutting, including formwork, curing, including cost of all materials, labour, hire charges of machinery, loading, unloading, lead and lift, transportation etc., complete including all lead and lifts and as per the directions of engineer in charge	3276.00	Nos	267.84	Rupees Two Hundred Sixty Seven Paise Eighty Four Only	877443.84

16	Painting two coats after filling the surface with synthetic enamel paint in approved shades on new plastered concrete surfaces, with materials, labour complete as per specifications including all lead and lifts and as per the directions of engineer in charge	6287.50	Sqm	51.84	Rupees Fifty One Paise Eighty Four Only	325944.00
17	Tubular Steel Railing on Medium Weight Steel Channel (ISMC Series) 100 mm x 50 mm:- Providing, fixing and erecting 50 mm dia steel pipe railing in 2 rows duly painted on medium weight steel channels (ISMC series) 100 mm x 50 mm, 0.9 metres high above ground, 2 m centre to centre, complete as per approved drawings as per specifications. MORTH Specification No. 808 (Including Foundation Cost) as directed by the Engineer, with all lead and lift etc. complete as per specifications including all lead and lifts and as per the directions of engineer in charge	750.00	m	1650.24	Rupees One Thousand Six Hundred Fifty Paise Twenty Four Only	1237680.00
18	Construction of RCC railing of M30 Grade in-situ with 20 mm nominal size aggregate, true to line and grade, tolerance of vertical RCC post not to exceed 1 in 500, centre to centre spacing between vertical post not to exceed 2000 mm, leaving adequate space between vertical post for expansion, complete as per approved drawings and technical specifications complete as per specifications including all lead and lifts and as per the directions of engineer in charge	40.00	m	1713.96	Rupees One Thousand Seven Hundred Thirteen Paise Ninety Six Only	68558.40
19	Reinforced Cement Concrete Crash Barrier:- Provision of an Reinforced cement concrete crash barrier at the edges of the road, approaches to bridge structures and medians, constructed with M-20 grade concrete with HYSO reinforcement conforming to IRC:21 and dowel bars 25 mm dia, 450 mm long at expansion joints filled with pre-moulded asphalt filler board, keyed to the structure on which it is built and installed as per design given in the enclosure to MOST circular No. RW 1 NH - 33022/1/94-00 III dated 24 June 1994 as per dimensions in the approved	60.00	m	3389.04	Rupees Three Thousand Three Hundred Eighty Nine Paise Four Only	203342.40

	drawing and at locations directed by the Engineer, all as specified complete as per specifications including all lead and lifts and as per the directions of engineer in charge					
20	Removing white wash or colour wash by steel brushing and / or scraping, sand papering and preparing wall surface smooth including repairs to scraches, cost of labour, complete as per specifications including all lead and lifts and as per the directions of engineer in charge	5950.00	Sqm	4.53	Rupees Four Paise Fifty Three Only	26953.50
21	Providing white washing to new wall surface in two coats with lime of approved quality, to give an even shade including cost of materials, labour, complete as per specifications including all lead and lifts and as per the directions of engineer in charge	5950.00	Sqm	6.48	Rupees Six Paise Fourty Eight Only	38556.00
22	Supplying HDPE pipes confirming to IS 4984:1995 with latest amendments and conveying to work site including loading and unloading at both destination and rolling, lowering into trenches, laying true to line and joining of pipes and specials including encasing the pipe around to a depth of not less than 15cm with soft gravel or selected earth available from the excavation etc., complete, giving hydraulic test as per relevant ISS with all lead and lift including testing and commissioning, The rate is exclusive of required specials and fittings etc., complete (Contractor will make his own arrangement for procuring water for testing) 110mm dia for OFC /Telecom /Surveillance Complete including all lead and lifts and as per the directions of engineer in charge. (HDPE Grade - PE100 confirming to IS 4984-1995) PN 6.0 including all lead and lifts and as per the directions of engineer in charge	3000.00	m	282.00	Rupees Two Hundred Eighty Two Only	846000.00
23	Supplying HDPE pipes confirming to IS 4984:1995 with latest amendments and conveying to work site including loading and unloading at both destination and rolling, lowering into trenches, laying true to line and joining of pipes and specials including encasing	1500.00	m	831.00	Rupees Eight Hundred Thirty One Only	1246500.00

	the pipe around to a depth of not less than 15cm with soft gravel or selected earth available from the excavation etc., complete, giving hydraulic test as per relevant ISS with all lead and lift including testing and commissioning, The rate is exclusive of required specials and fittings etc., complete (Contractor will make his own arrangement for procuring water for testing) 200mm dia for Power Complete including all lead and lifts and as per the directions of engineer in charge. (HDPE Grade - PE100 confirming to IS 4984-1995) PN 6.0 including all lead and lifts and as per the directions of engineer in charge					
24	Supplying HDPE pipes confirming to IS 4984:1995 with latest amendments and conveying to work site including loading and unloading at both destination and rolling, lowering into trenches, laying true to line and joining of pipes and specials including encasing the pipe around to a depth of not less than 15cm with soft gravel or selected earth available from the excavation etc., complete, giving hydraulic test as per relevant ISS with all lead and lift including testing and commissioning, The rate is exclusive of required specials and fittings etc., complete (Contractor will make his own arrangement for procuring water for testing) 90mm HDPE ducts for street lights Complete including all lead and lifts and as per the directions of engineer in charge	750.00	m	193.00	Rupees One Hundred Ninety Three Only	144750.00
25	Construction of Median and Island above road level with approved material deposited at site from roadway cutting and excavation for drain and foundation of other structures, spread, graded and compacted as per Clause 400.7 as per detailed tender specifications and as directed by the Engineer,with all lead and lift etc.,complte including all lead and lifts and as per the directions of engineer in charge.	748.70	Cum	101.52	Rupees One Hundred One Paise Fifty Two Only	76008.02

26	Dismantling of existing structures like culverts, bridges, retaining walls and other structure comprising of masonry, cement concrete, wood work, steel work, including T&P and scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceabl~ material and stacking the serviceable material with all lifts compiete as per specifications including all lead and lifts and as per the directions of engineer in charge	0.61	Cum	428.97	Rupees Four Hundred Twenty Eight Paise Ninety Seven Only	261.67
27	Providing and **constructing brick masonry manhole (using Sulphate Resistant Cement)** in CM 1:4, in courses not less than 20 cm height with bond stones 2 m apart in each course, edges of stones chisel dressed, 5 cms wide on each face including curing, wedged to construct **the manhole chambers** circular in shape above the existing surface and conical portion for top one meter etc., as directed including charges of labour,loading and unloading etc., complete, with all lead and lifts as per detailed tender specifications and as directed by the Engineer, etc.,complete including all lead and lifts and as per the directions of engineer in charge	1.22	Cum	9689.76	Rupees Nine Thousand Six Hundred Eighty Nine Paise Seventy Six Only	11821.51
28	Supplying and fixing of plastic encapsulated foot steps (as per IS:10910) on 12mm dia Fe-415 steel bar footsteps (as per IS:1786) staggered at 300mm c/c apart as directed including charges of labour,loading and unloading etc., complete, with all lead and lifts as per detailed tender specifications and as directed by the Engineer, etc.,complete including all lead and lifts and as per the directions of engineer in charge	9.00	No	170.00	Rupees One Hundred Seventy Only	1530.00
29	Supply and fixing manhole frame and cover (SFRC of heavy duty cover as directed) including pouring tar around the periphery of cover. as directed including charges of labour,loading and unloading etc., complete, including all lead and lifts and as per the directions of engineer in charge	3.00	No	1295.00	Rupees One Thousand Two Hundred Ninety Five Only	3885.00

30	Dismantling plastering and removing the debris with all lead and lift as directed by the Engineer and as per Technincal specification including all lead and lifts and as per the directions of engineer in charge	33.93	Sqm	18.36	Rupees Eighteen Paise Thirty Six Only	622.95
31	Earth work Excavation for Construction of **Manhole chambers of size 1.2m dia upto 1m depth conical in shape (Using SRC Cement)** in all classification of soils including laterite with all composition and all percentages of iron content, disintegrated rock, hard rock by blasting / controlled blasting/ chistelling as directed including cutting road surface of all types and deposting of the excavted stuff on Bank upto a lead of 30mts with danger lighting and use of sight rails and boning rods wherever necessary, shoring and strutting wherever required including excavation in watery situation or foul conditions, dewatering by any means including providing and constructing of manhole chambers conical in shape at top with **1:2:4 CC foundation using 20mm** down grade jelly of approved quality and with an offset of 150mm allround the chamber and using approved **Wirecut brick masonry in CM 1:4 proportion with bricks of approved quality with cement mortar plaster in** CM 1:3 proportion 12mm thick inside and outside except for the conical surface, outside where the thickness of plaster shall be 20mm thick, with 1:6 slope in the concrete towards the central drain, finished smooth and fixing of pipes in 1:2:4 CC with graded metal of 10mm to 20mm size, including supply and fixing manhole frame and cover (SFRC of heavy duty cover as directed) in 1:2:4 CC, supplying and fixing of plastic encapsulated foot steps (as per IS:10910) on 12mm dia Fe-415 steel bar footsteps (as per IS:1786) staggered at 300mm apart as directed in 1:2:4 CC, watering ,curing, barricading, pouring tar over MH frame and cover , cost of tar, dewatering, engraving manhole	1.00	Nos	8739.00	Rupees Eight Thousand Seven Hundred Thirty Nine Only	8739.00

	number on the inner surfaces etc., as per drawing with all lcad and lifts and refilling in trench with and refilling in trench with selected available earth obtained from chamber excavation including watering and consolidation in layers 150mm thick and disposing of the surplus earth as directed for various diameters and depths noted below including cost of manhole frames with covers and foot steps including all lead and lifts and as per the directions of engineer in charge					
32	Earth work Excavation for Construction of **Manhole chambers of size 1.2m dia upto 2m depth conical in shape (Using SRC Cement)** in all classification of soils including laterite with all composition and all percentages of iron content, disintegrated rock, hard rock by blasting / controlled blasting/ chistelling as directed including cutting road surface of all types and deposting of the excavted stuff on Bank upto a lead of 30mts with danger lighting and use of sight rails and boning rods wherever necessary, shoring and strutting wherever required including excavation in watery situation or foul conditions, dewatering by any means including providing and constructing of manhole chambers conical in shape at top with **1:2:4** CC foundation using **20mm** down grade jelly of approved quality and with an offset of 150mm allround the chamber and using approved **Wirecut brick masonry in CM 1:4 proportion with bricks of approved quality with cement mortar plaster in** CM 1:3 proportion 12mm thick inside and outside except for the conical surface, outside where the thickness of plaster shall be 20mm thick, with 1:6 slope in the concrete towards the central drain, finished smooth and fixing of pipes in 1:2:4 CC with graded metal of 10mm to 20mm size, including supply and fixing manhole frame and cover (SFRC of heavy duty cover as directed) in 1:2:4 CC, supplying and fixing of plastic	1.00	Nos	12920.00	Rupees Twelve Thousand Nine Hundred Twenty Only	12920.00

	encapsulated foot steps (as per IS:10910) on 12mm dia Fe-415 steel bar footsteps (as per IS:1786) staggered at 300mm apart as directed in 1:2:4 CC, watering ,curing, barricading, pouring tar over MH frame and cover , cost of tar, dewatering, engraving manhole number on the inner surfaces etc., as per drawing with all lead and lifts and refilling in trench with and refilling in trench with selected available earth obtained from chamber excavation including watering and consolidation in layers 150mm thick and disposing of the surplus earth as directed for various diameters and depths noted below including cost of manhole frames with covers and foot steps including all lead and lifts and as per the directions of engineer in charge					
33	Providing **20 mm thick plaster** for manhole internal and external walls with **CM 1:3 (using sulphate resistant cement)** including providing and removing scaffolding rounding of all corners wherever required, smooth rendering curing as directed including charges of labour, loading and unloading etc., complete, including all lead and lifts and as per the directions of engineer in charge	18.65	Sqm	227.88	Rupees Two Hundred Twenty Seven Paise Eighty Eight Only	4249.96
34	**Dismantling of flexible pavements** by mechanical means and disposal of the debris, stacking serviceable and unserviceable materials separately complete as per specifications to a final place of deposit as directed including charges of labour, loading and unloading etc., complete, with all lead and lifts as per detailed tender specifications and as directed by the Engineer, etc., complete including all lead and lifts and as per the directions of engineer in charge	2784.00	Cum	286.41	Rupees Two Hundred Eighty Six Paise Fourty One Only	797365.44
35	Dismantling of cement concrete pavement by mechanical means using pneumatic tools, breaking to pieces not exceeding 0.02 cum in volume and stocking piling at designated locations and disposal of dismantled materials upto a lead of 1000 meters, stacking	20.00	Cum	830.73	Rupees Eight Hundred Thirty Paise Seventy Three Only	16614.60

	serviceable and unserviceable materials seperately complete as per specificationsincluding all lead and lifts and as per the directions of engineer in chargc					
36	Loosening, levelling and compacting origial ground supporting embankment to facilitate placement of first layer of embankment, scarified to a depth of 150mm, mixed with water at OMC and then compacted by rolling so as to achieve minimum dry density as given in Table 300-2 for embankment construction. complete as per specifications. Case-II: Compacting original ground supporting embankment.(which includes watering charges & compaction by vibratory roller) including all lead and lifts and as per the directions of engineer in charge	2109.00	Cum	26.46	Rupees Twenty Six Paise Fourty Six Only	55804.14
37	Construction of granular sub-base by providing Coarse graded material, speading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with vibratory roller to achieve the desired density, complete as per specifications. For Grading III Material including all lead and lifts and as per the directions of engineer in charge	632.70	Cum	883.44	Rupees Eight Hundred EightyThree Paise Fourty Four Only	558952.49
38	Construciton of Dry Lean Cement Concrete (M10) Subbase over a prepared Surface with Coarse and Fine Aggregate Conforming to IS:383, the size of Coarse Aggregate not Exceeding 25 mm, Aggregate Cement Ratio not to exceed 15:1, aggregate gradation after blending to be as per Table 600-1 of MORT&H, cement content not to be less than 150 kg/cum, optimum moisture content to be determined during trial length construction, concrete strength not to be less than 10 MP at 7days, mixed, transported to site, laid and compacted using vibratory roller, finishing and curing, with all leads and lifts as per IRC -49-1998 and IRC-15-2002. including all lead and lifts and as per the directions of engineer in charge	1406.00	Cum	3437.64	Rupees Three Thousand Four Hundred Thirty Seven Paise Sixty Four Only	4833321.84

39	Construction of un-reinforced, dowel jointed, plain cement concrete pavement over a prepared sub base with OPC cement design mix M40 at 400 kg per cum, with 25mm and down size graded metal coarse aggregate at 0.69cum and fine aggregates @ 0.46cum with superplastisizer at 3ltrs confirming to IS 9103-1999 reaffirmed 2008, coarse and fine aggregate confirming to IS 383, mixed in a batching and mixing plant as per approved mix design, transported to site, laid with a fixed form slip form paver, spread, compacted and finished in a continous operation including provision of contraction, expansion, construction and longitudinal joints, joint filler, separation membrane, sealent primer, joint sealant, debonding strip, dowel bar, tie rod, admixtures as approved, curing compound, finishing to lines and grades as per drawing complete as per specifications including all lead and lifts and as per the directions of engineer in charge	3655.60	Cum	7010.28	Rupees Seven Thousand Ten Paise Twenty Eight Only	25626779.57
40	Providing and applying Tack coat on prepared black topped surface at 2.5 kg per 10 sqm, heating bitumen in boiler fitted with spray set (excluding cleaning of road surface) including cost of all materials, labour, HOM of machineries complete as per specifications. MORTH/ Chapter 5. Bitumen grade VG 30 including all lead and lifts and as per the directions of engineer in charge	2755.00	Sqm	17.92	Rupees Seventeen Paise Ninety Two Only	49369.60
41	Providing and laying semi dense bituminous concrete with 100-120 TPH batch type HMP producing an average output of 75 tonnes per hour using crushed aggregates of specified grading, premixed with bituminous binder at 4.S to 5% of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MORTH specification clause No. 500.8 complete in all respects as per	89.54	Cum	10084.23	Rupees Ten Thousand Eighty Four Paise Twenty Three Only	902941.95

	specifications including all lead and lifts and as per the directions of engineer in charge					
42	Providing and laying of hot applied thermoplastic compound 2.5mm thick including reflectorising glass beads at 250gms per sqm area, thickness of 2.5mm is exclusive of surface applied glass beads as per IRC:35. The finished surface to be level, uniform and free from streaks and holes as directed by the Engineer and as per detailed ender specifications.etc., complete including all lead and lifts and as per the directions of engineer in charge	786.60	Sqm	471.96	Rupees Four Hundred Seventy One Paise Ninety Six Only	371243.74
43	Providing and erecting retro - reflectorised 90 cm equilatererial triangle cautionary, mandatory and informatory sign as per IRC : 67 made of high intensity grade sheeting vide clause 800.1.3, fixed over aluminium sheeting, 1.5mm thick supported on a mild steel single iron post 75 mm x 75 mm x 6 mm firmly fixed to the ground by means of properly designed foundation with M 15 grade cement concrete 45 cm x 45 cm x 60 cm, 60 cm below ground level as per approved drawing as directed by the Engineer and as per detailed ender specifications.etc. complete including all lead and lifts and as per the directions of engineer in charge	2.00	Each	3422.52	Rupees Three Thousand Four Hundred Twenty Two Paise Fifty Two Only	6845.04
44	Providing and erecting retro - reflectorised 60 cm circular cautionary, mandatory and informatory sign as per IRC : 67 made of high intensity grade sheeting vide clause 800.1.3, fixed over aluminium sheeting, 1.5mm thick supported on a mild steel single iron post 75 mm x 75 mm x 6 mm firmly fixed to the ground by means of properly designed foundation with M 15 grade cement concrete 45 cm x 45 cm x 60 cm, 60 cm below ground level as per approved drawing as directed by the Engineer and as per detailed ender specifications.etc. complete including all lead and lifts and as per the directions of engineer in charge	2.00	Each	2978.64	Rupees Two Thousand Nine Hundred Seventy Eight Paise Sixty Four Only	5957.28

45	Providing and fixing of Reflective Raised Pavement marker (RPM's) / Cat eyes / Road studs confirming to ASTM D4280 type H, having reflective panels made of prismatic lens of total internal reflection, the prismatic lens should be electronically fixed (welded) to the body made of polycarbonate mould, with a height of 20mm, size of 130mm x 105mm and reflecting area of 13sqm with the slope of retro reflective surface within the limit of 35 + 5 degree to the base on either side. The marker shape ll display an initial minimum luminous intensity of 279mcd/ lux at an entrance angle of zero degree and observation angle of 0.2 degree. The corresponding values for 20 degree entrance and 0.2 degree observation angle shall be 112 mcd / lux with color multiplying factor on either cases for white, yellow and red markers being 1.0, 0.6 and 0.25 respectively. The RPM's should be fixed by using two numbers of polymer shanks using appropriate adhesive as recommended and certified by the RPM manufacturer. The raised pavement marker should support a sufficient minimum load 13635 Kg in accordance with ministry specification including all lead and lifts and as per the directions of engineer in charge	1800.00	Each	324.00	Rupees Three Hundred Twenty Four Only	583200.00
46	Installation of a steel portable barricade with horizontal rail 300 mm wide, 2.5 m in length fitted on a 'A' frame made with 45 x 45 x 5 mm angle iron section, 1.5 m in height, horizontal rail painted (2 coats) with yellow and white stripes, 150 mm in width at an angle of 45°, 'A' frame painted with 2 coats of yellow paint, complete as per IRC:SP:55-2001 complete as per specifications including all lead and lifts and as per the directions of engineer in charge	150.00	Each	3188.16	Rupees Three Thousand One Hundred Eighty Eight Paise Sixteen Only	478224.00
47	Positioning of a smart flagman with a yellow vest and a yellow cap and a red flag 600 x 600 mm securely fastened to a staff 1 m in length for guiding the traffic complete as per specifications including all lead and lifts and as per the directions of engineer in charge	31.00	Each	297.00	Rupees Two Hundred Ninety Seven Only	9207.00

48	Providing and laying of a reinforced cement concrete pipe duct, 300 mm dia, across the road (new construction), extending from drain to drain in cuts and toe of slope to toe of slope in fills, constructing head walls at both ends, providing a minimum fill of granular material over top and sides of RCC pipe as per IRC:98-1997, bedded on a 0.3 m thick layer of granular material free of rock pieces, outer to outer distance of pipe at least half dia of pipe subject to minimum 450 mm in case of double and triple row ducts, joints to be made leak proof, invert level of duct to be above higher than ground level to prevent entry of water and dirt, all as per IRC: 98 - 1997 and approved drawings as directed by the Engineer and as per detailed tender specifications.etc., complete: Case - I: Single row for one utility services including all lead and lifts and as per the directions of engineer in charge	205.00	m	1685.88	Rupees One Thousand Six Hundred Eighty Five Paise Eighty Eight Only	345605.40
					Total Amount	**44130697.59**

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Clause 24.1(a)]

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To:

The Executive Engineer,
Traffic Engineering Cell Division,
BBMP, Bangalore.

WHEREAS ________________________ *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _______________ to execute ________________________ *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs.__________________ *[amount of guarantee]* Rupees____*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of __________________ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor ____________________
Name of Bank ____________________
Address ____________________
Date ____________________

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15



BRUHAT BENGALURU MAHANAGARA PALIKE

Project:- "White Topping on Selected Roads in Bengaluru City Package 2(Call-2)"

Tender Document

Office of the
Executive Engineer
Project Central -2, Ground Floor,
Annexe-2 building, N.R Square,
Bengaluru-560002.
Email:projectsbbmp@gmail.com



BRUHAT BENGALURU MAHANAGARA PALIKE

Project:- "White Topping on Selected Roads in Bengaluru City Package 2(Call-2)"

Volume I – Technical Bid

Office of the
Executive Engineer
Project Central -2, Ground Floor,
Annexe-2 building, N.R Square,
Bengaluru-560002.
Email:projectsbbmp@gmail.com



Bruhat Bengaluru Mahanagara Palike
N. R. Square
Bengaluru – 560 002

TENDERS FOR THE WORK OF

White Topping on Selected Roads in Bengaluru City under Package 2 on Item Rate Basis under Two Cover System (Short Term Tender Notification) (Through GOK e – Procurement Platform http://eproc.karnataka.gov.in)

Tender Reference	: No. EE / PC – 2 / TEND / 1 / 2016 – 17 dated 21 - 02 - 2017
Availability of Tender Document	: From 23 - 02 - 2017onwards in the e – Procurement Portal
Last Date for Uploading the Filled Tender Document	: 14 - 03 - 2017upto 1730 hrs.
Time and Date of Opening of Technical Bid of Tenders	: 16 - 03 - 2017at 1600 hrs.
Place of Opening of Technical Bid of Tenders	: Office of the Executive Engineer Project Central – 2 Bruhat Bengaluru Mahanagara Palike N. R. Square Bengaluru – 560 002
Time and Date of Opening of Financial Bid of Tenders	: Will be intimated to the Qualified Tenderers
Place of Opening of Financial Bid of Tenders	: Will be intimated to the Qualified Tenderers
Address for Communication	: Office of the Executive Engineer Project Central – 2 Bruhat Bengaluru Mahanagara Palike N. R. Square Bengaluru – 560 002



Tenderer

Executive Engineer (PC – 2)
BBMP, Bengaluru

Contents



BRUHAT BENGALURU MAHANAGARA PALIKE

No. EE / PC – 2 / TEND / 1 / 2016 – 17

Office of the Executive Engineer
Project Central – 2
N.R. Square, Bengaluru – 560 002
Date: 21 - 02 - 2017

INVITATION FOR TENDER (IFT)- 2nd Call
(Short Term Tender Notification)
(Through **GOK e–Procurement Portal** only)

1. The Government of Karnataka, vide G.O.No. UDD 199 SFC 2016(Part-1), Bengaluru, Dated 21-06-2016 has accorded in Principle approval and sanctioned budget for taking up of the works listed below.
2. The Executive Engineer, Project Central-2, BBMP, invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.
3. Tender documents may be downloaded from the e-procurement portal of the Government of Karnataka from **23-02-2017**
4. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **120 days** beyond the validity of the tender.
5. Tenders must be submitted online through e-procurement portal on or before 17:30 Hrs on **14-03-2017** and the opening of tenders will be as per the e-procurement portal guidelines.
6. Other details can be seen in the tender documents.

Name of the Work	Description	Approx. Amount put to tender (Rs. In Lakh)	EMD (Rs. In Lakh)	Period of Completion
White Topping on Selected Roads in Bengaluru City under Package 2	i. **Arterial Roads:** a. Hope Farm to Belathur upto BBMP Limits via Kadugodi for length of about 2.1 km. b. ITPL Road via Dinnur for length of about 1.61 km. c. Gangadhar Chetty Road from Gurudwara to St. John's Road for length of about 1.18 km. d. Annaswamy Mudaliar Road	46319.96	463.20	11 Months (including Monsoon Season)

Tenderer

Executive Engineer (PC – 2)
BBMP, Bengaluru

	around the Ulsoor Lake for length of about 0.84 km. e. Dispensary Road for length of about 0.46 km. f. Lady Curzon Road for length of about 0.34 km. g. Plain Street for length of about 0.25 km. h. Venkataswamy Naidu Road / Meenakshi Koil Road for length of about 1.03 km. i. Lavelle Road – From M. G. Road to Residency Road for length of about 1.38 km. j. Campbell Road for length of about 0.34 km. k. St. Philomena Road for length of about 0.25 km. l. Mother Teresa Road for length of about 1.46 km. m. 20th Main Road Koramangala for length of about 1.5 km.			
	ii. **Mysore Road** - From K. R. Market Circle to BHEL Circle for length of about 4.8 km.			
	iii. **Hosur Road** – From Brigade Road (near War Memorial Junction) (via Vellara Junction, Adugodi, Madiwala) to Silk Board Junction (excluding Metro Corridor) for length of about 5.55 km.			
	iv. **Bannerghatta Road** – Road from Anepalya (via Dairy Circle, Jayadeva Hospital) to Jedimara Junction (excluding Metro Corridor) for length of 4.30 km.			
	v. **Kanakapura Road** – From Basappa Circle (via Sajjan Rao Circle) to Banashankari Temple for length of about 4.6 km.			
	vi. **Tumkur Road** – From Sampige Road (near Mantri Mall) (via Maramma Circle, Prof. C. N. R. Rao Circle, Yeshwanthpur Circle) to Tumkur Main Road (upto			

	Metro Cash & Carry) and along C. V. Raman Road (from Mehkri Circle to Prof. C.N.R Rao Circle) for length of about 6.2 km.			
	vii. **Magadi Road** – Road from Okalipuram Junction on Vatal Nagaraj Road (Mysore Deviation Road) to Leprosy Hospital Junction, Road from Toll Gate Junction (via Dasarahalli, Kamakshipalya, Sumanahalli) (excluding Metro Corridor) for length of about 3.85 km.			
	viii. **From Trinity Circle to Old Madras Road via Gurudwara upto Bhaskaran Junction for length of about 2.1 km.**			
	ix. **Sarjapura Road** – From Basappa Circle on K. R. Road (via Minerva Circle, Lalbagh Marigowda Road, Dairy Circle, Forum Mall) to St. John's Hospital (excluding Metro Corridor) for length of about 5.3 km.			
	x. **Kengal Hanumanthaiah (K. H.) Road** – From Richmond Circle to Lalbagh East Gate for length of about 1.3 km.			
	xi. **Wilson Garden** - From K. H. Road to 12th Cross Road for length of about 1.42 km.			
	xii. **BTS Road** – From K. H. Road to MICO Road for length of about 1.91 km.			

NOTE:

1. Last date for receipt of queries is **06-03-2017 up to 15:00 Hrs** in the office of the Executive Engineer - Project Central-2, BBMP
2. Pre bid meeting will be held on **08-03-2017 at 16.00 Hrs** in the office of the Chief Engineer Project-Central to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
3. Technical Bids will be opened on the website https://eproc.karnataka.gov.in in the office of the Executive Engineer - Project Central-2, BBMP on **16-03-2017 at 16.00 Hrs.**
4. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://eproc.karnataka.gov.in
5. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.

6. All the required information required for Bids must be filled and submit online.
7. For details, registration and e-payment visit GOK e-Procurement website https://eproc.karnataka.gov.in or contact e-Procurement Helpdesk at 080 – 22441076
8. This tender notice can also be seen on the BBMP website www.bbmp.gov.in

-Sd/-
Executive Engineer
Project-Central-2
Bruhat Bengaluru Mahanagara Palike

Copy Submitted to:

1. Personnel Secretary to Worshipful Mayor to bring into the kind notice of the Worshipful Mayor.
2. Personnel assistant to Deputy mayor to bring into the notice of Hon'ble Deputy Mayor
3. Commissioner for kind information.
4. Special Commissioner (Projects)/ Special Commissioner (Finance) for kind information
5. Engineer – in – Chief for kind information.
6. Council Secretary to bring into notice of the Standing Committee (Major Works) and Ward Committee
7. Chief Engineer (Projects-Central)/Road Infrastructure/Environment/Markets/ South zone/ West zone/ North zone/Rajarajeshwari Nagar zone / Bommanahalli zone/ Dasarahalli zone/ Mahadevapura zone/ Byatarayanapura zone/ SWD for kind information.
8. Superintending Engineer (Projects-Central) /Rajarajeshwari Nagar / Bommanahalli / Dasarahalli /Mahadevapura / Byatarayanapura for kind information.
9. The Joint Secretary(UDD) and the State Tender Bulletin Officer for kind information with a request to publish the same in the State Tender Bulletin
10. The District Tender Bulletin Officer and the Deputy Commissioner, Bengaluru Urban District with a Request to publish the same in the District Tender Bulletin.
11. CAO / Chief Auditor for kind information.
12. I. T. Advisor with a Request to publish the same in the BBMP Website.
13. Accounts Superintendent (Projects) / Cashier for information for necessary action.
14. Public Relation Officer, BBMP for information and to publish in all leading National Newspapers in Kannada and English across India.
15. Notice board.
16. Office Copy.

Executive Engineer
Project Central – 2
Bruhat Bengaluru Mahanagara Palike
Bengaluru

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

Table of Clauses

A. General

1. Scope of Tender

1.1 The Bruhat Bengaluru Mahanagara Palike (referred to as **Employer** in these documents) invites Tenders following Two Cover Tender Procedure, from Eligible Tenderers, for the Construction of Works (as defined in these documents and referred to as "the Works") as detailed in the Table given in the Invitation for Tenders (IFT).

2. Eligible Tenderers

2.1 Tenderers shall not be under a Declaration of Ineligibility for **Corrupt and Fraudulent Practices** issued by the Government of Karnataka

2.2 **Tenders from Joint Ventures / Consortia are not acceptable.**

3. Qualification of the Tenderer

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification Information.

3.2 To qualify for Award of this Contract, each Tenderer in its name should have in the last five years i.e. 2011 – 12 to 2015 – 16

a. Achieved in at least two Financial Years a minimum Financial Turnover (in all classes of Civil Engineering Construction Works only) of **Rs. 101062.00 Lakh. Further**, the Financial Turnover of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2016 – 17.

b. Should not have undergone Financial Loss in the last five Financial Years. In support of this, the Tenderer shall submit Reports on the Financial Standing of the Tenderer, such as Profit and Loss Statements and Auditor's Reports for the last Five Years.

c. Mandatorily satisfactorily completed, as Prime Contractor, at least one Rigid Pavement Work / White Topping Work of Value not less than **Rs. 23160.00 Lakh.** In support of this, the Tenderer shall furnish a Certificate duly certified by the Competent Authority not below the Rank of Executive Engineer along with the Technical Bid. Further, the value of the Completed Works of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2016 – 17.

d. Executed in any one Financial Year, the following minimum quantities of Work.

- Pavement Quality Concrete / White Topping 95100 cum.
- Bituminous Macadam 14200 cum

In support of this, the Tenderer shall furnish Work done Certificate for Executed Quantity in one Financial Year duly certified by the Competent Authority not below the Rank of Executive Engineer along with the Technical Bid.

3.3 Each Tenderer should further demonstrate

a. Availability by owning at least 50% of the following Key and Critical Equipment for this Work and the remaining 50% can be deployed on Lease / Hire Basis for all Works provided the Relevant Documents (Purchase Invoice in case of owning, Commitment Agreement in case of Lease / Hire Basis) for Availability for this Work are furnished. Further, Tenderer applying for more than one Package shall demonstrate the resource separately for each package.

Equipment	No. / Capacity
Concrete Paver (Slip Form / Fixed)	2 Nos.
Bituminous Pavement Surface Milling Machine	2 Nos.

Concrete Pavement Groove Cutting Machine	6 Nos.
Asphalt Paver	1 No.
Hot Mix Plant	1 No., each of 100 – 120 TPH Capacity

b. Liquid Assets and / or availability of Credit Facilities of no less than **Rs. 15440.00 Lakh** (Credit Lines / Letter of Credit / Certificates from Banks for meeting the Fund Requirement, etc.).

c. In the case of the death of a Contractor after executing the Agreement / Commencement of the Work, his Legal Heir, if an Eligible Registered Contractor and willing, can execute and complete the work at the accepted Tender Rates irrespective of the Cost of the Work.

d. He is financially sound and has not undergone Corporate Debt Restructuring (CDR) during the last five Financial Years. The Tenderer shall give a Certificate as per the format given in Section 3 – Qualification Information.

3.4 To qualify for a Package of Contracts made up of this and other Contracts for which Tenders are invited in this IFT, the Tenderer must demonstrate having Experience and Resources to meet the Aggregate of the Qualifying Criteria for the Individual Contracts.

3.5 Sub Contractors' Experience and Resources shall not be taken into account in determining the Tenderers Compliance with the Qualifying Criteria.

3.6 Tenderers who meet the above specified minimum Qualifying Criteria, will only be qualified, if their available Tender Capacity is more than the total Tender Value. The available Tender Capacity will be calculated as under:

Assessed Available Tender Capacity = (A*N*1.5 – B)

Where

A = Maximum Value of Civil Engineering Works executed in any one year during the last five years (updated to 2016 – 17 Price Level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the Works for which Tenders are invited, i. e. 11 months.

B = Value, at 2016 – 17 Price Level, of existing commitments and on going works to be completed during the next 11 months.

Note: The Statements showing the value of existing commitments and on going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in Charge, not below the Rank of an Executive Engineer or equivalent.

3.7 Even though the Tenderers meet the above Criteria, they are subject to be Disqualified if they have

- made Misleading or False Representations in the Forms, Statements and Attachments submitted in Proof of the Qualification Requirements; and / or
- record of Poor Performance such as Abandoning the Works, not properly Completing the Contract, Inordinate Delays in Completion, Litigation History, or Financial Failures, etc. and / or
- participated in the Previous Tender for the Same Work and had quoted Unreasonably High Tender Prices and could not furnish Rational Justification.

4. One Tender per Tenderer

4.1 Each Tenderer shall submit only one Tender for each Project. A Tenderer who submits or participates in more than one Tender (other than as a Sub Contractor or in cases of alternatives that have been permitted or requested) will cause all the Proposals with the Tenderer's Participation to be disqualified.

5. Cost of Tendering

5.1 The Tenderer shall bear all Costs associated with the Preparation and Submission of his Tender, and the Employer will in no case be Responsible and Liable for those Costs.

6. Site Visit

6.1 The Tenderer at his own Responsibility and Risk is encouraged to visit and examine the Site of Works and its Surroundings and obtain all Information that may be necessary for Preparing the Tender and Entering into a Contract for Construction of the Works. The Cost of Visiting the Site shall be at the Tenderer's own Expense.

B. Tender Documents

7. Content of Tender Documents

7.1 The Tender Documents shall have all the Sections given in Page 2.

8. Clarification of Tender Documents

8.1 Refer Clause No. 8.2 below.

8.2 Pre Tender Meeting

8.2.1 The Tenderer or his Authorized Representative is invited to attend a Pre Tender Meeting, which will take place at the Office of the Chief Engineer (Projects Central), Bruhat Bengaluru Mahanagara Palike, Room No. 402, 4th Floor, Annex Building – 3, N. R. Square, Bengaluru – 560 002 on 08 - 03 - 2017at 1600 hrs.

8.2.2 The Purpose of the Meeting will be to clarify Issues and to answer Questions on any matter that may be raised at that stage.

8.2.3 The Tenderer is requested to submit any Questions in Writing or by Cable to reach the Employer not later than 06 – 03 – 2017 upto 1500 hrs.

8.2.4 Minutes of the Meeting, including the Text of the Questions raised (without identifying the Source of Enquiry) and the Responses given will be displayed in the Website. Any Modification of the Tender Documents listed in Sub Clause 7.1 that may become necessary as a result of the Pre Tender Meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the Minutes of the Pre Tender Meeting and the same will be displayed in the Website.

8.2.5 Non Attendance at the Pre Tender Meeting will not be a cause for Disqualification of a Tenderer.

9. Amendment of Tender Documents

9.1 Before the Deadline for Submission of Tenders, the Employer may modify the Tender Documents by issuing Addenda.

9.2 Any Addendum thus issued shall be part of the Tender Documents and shall be displayed in the Website.

9.3 To give Prospective Tenderers reasonable time in which to take an Addendum into account in preparing their Tenders, the Employer shall extend as necessary the Deadline for Submission of Tenders, in accordance with Sub Clause 16.2 below.

C. Preparation of Tenders

10. Documents Comprising the Tender

10.1 The Tender submitted by the Tenderers shall contain the Documents as follows.

10.1.1 Technical Bid

a. Earnest Money Deposit.

b. Qualification Information as per Formats given in Section 3.

10.1.2 **Financial Bid**

a. The Tender (in the format indicated in Section 4).
b. Priced Bill of Quantities (Section 9).

and any other materials required to be completed and submitted by Tenderers in accordance with these Instructions. The Documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

11. Tender Prices

11.1 The Contract shall be for the whole Works as described in Sub Clause 1.1, based on the Priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in Rates and Prices and Line Item Total (both in Figures and Words) for all Items of the Works described in the Bill of Quantities along with Total Tender Price (both in Figures and Words). **Items for which no Rate or Price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other Rates and Prices in the Bill of Quantities.**

11.3 All Duties, Taxes, and other Levies payable by the Contractor under the Contract, or for any other cause, shall be included in the Rates, Prices and Total Tender Price submitted by the Tenderer.

11.4 The Rates and Prices quoted by the Tenderer shall be subject to adjustment during the Performance of the Contract in Accordance with the Provisions of Clause of the Conditions of Contract.

12. Tender Validity

12.1 Tenders shall remain valid for a period not less than one hundred and twenty (120) days after the Deadline Date for Tender Submission specified in Clause 16. A Tender valid for a shorter period shall be rejected by the Employer as Non Responsive.

12.2 In Exceptional Circumstances, prior to Expiry of the Original Time Limit, the Employer may request that the Tenderers may extend the Period of Validity for a Specified Additional Period. The Request and the Tenderers' Responses shall be made in writing or by cable. A Tenderer may refuse the Request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the Request will not be required or permitted to modify his Tender, but will be required to extend the Validity of his Earnest Money Deposit for a Period of the Extension, and in compliance with Clause 13 in all respects.

13. Earnest Money Deposit

13.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particular Work. Further, out of the total EMD Amount only **Rs. 1.00 Lakh (Rupees One Lakh only)** shall be paid in the e – procurement portal using any of the following modes and the Balance Amount shall be in the form of Bank Guarantee from any Nationalised / Scheduled Bank.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

NEFT Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the

Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e – Procurement System as part of its Bid also.

OTC Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated ICICI Bank Branches listed in the e – Procurement Website (www.eproc.karnataka.gov.in), the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

13.2 EMD Amount shall be submitted by the Tenderer taking into account of the following Conditions.

a. EMD for Rs. 1.00 Lakh shall be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at ICICI Bank until the Work is awarded and EMD for the Balance Amount shall be in the Form of Bank Guarantee from any Nationalised / Scheduled Bank valid for a period of not less than one hundred and twenty (120) days beyond the Validity of the Tender as specified in Clause 12. The scanned copy of the Bank Guarantee shall be uploaded with the Technical Bid. Further, the Original Bank Guarantee shall be submitted to the Office of the Executive Engineer (Project Central – 2), Bruhat Bengaluru Mahanagara Palike, N. R. Square, Bengaluru – 560 002 by 16 – 03 – 2017 within 1500 hrs.
b. The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 13.1 and 13.2.

13.3 Any Tender not accompanied by an acceptable EMD and not secured as indicated in Sub Clauses 13.1 and 13.2 above shall be rejected by the Employer as Non Responsive.

13.4 The Earnest Money Deposit of the Unsuccessful Tenderers will be returned within 30 days of the end of the Tender Validity Period as specified in Sub Clause 12.1.

13.5 The Earnest Money Deposit of the Successful Tenderer will be discharged only when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The Earnest Money Deposit may be forfeited

a. If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity;
b. If the Tenderer does not accept the Correction of the Tender Price, pursuant to Clause 24; or
c. In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
   i. Sign the Agreement; or

ii. Furnish the required Performance Security.

14. Format and Signing of Tender

14.1 The Electronic Tendering System for the Construction of Work comprises of two Stages (i) Technical Bid and (ii) Financial Bid. The Tenderers are required to submit the Tender Documents in two stages electronically.

14.2 The Tender shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.

14.3 Each Page uploaded shall be duly signed and sealed by the Tenderer or a Person or Persons duly authorised to sign on behalf of the Tenderer. Such Authorisation shall be indicated by a Written Power – of – Attorney accompanying the Tender. The Corrections, if any, shall be made by striking of and shall be initialed with date.

D. Submission of Tenders

15. Sealing and Marking of Tenders

15.1 The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of e – Procurement itself (www.eproc.karnataka.gov.in). The Signed, Sealed and Scanned Copy of all the Documents as stated in Clause 7 shall be attached to the e – Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information with due diligence. All the Pages of the Document shall be serially numbered with an Index for ready reference.

15.2 No Physical Documents shall be considered. However, all the participating Tenderers shall produce the Hard Copy of the Scanned Documents uploaded in the Portal only at the Time of Opening of Technical Bids of the Tenders to the Executive Engineer (Project Central – 2). Further, all the participating Tenderers shall produce all the Original Documents uploaded in the Portal only for Verification whenever asked by the Employer.

16. Deadline for Submission of the Tenders

16.1 Tenders must be received by the Employer at the Website Address specified above no later than 14 - 03 – 2017 upto 1730 hrs.

16.2 The Employer may extend the Deadline for Submission of Tenders by issuing an Amendment in accordance with Clause 9, in which case all Rights and Obligations of the Employer and the Tenderers previously subject to the Original Deadline will then be subject to the New Deadline.

17. Late Tenders

17.1 Any Tenderer trying to submit the Tender after Deadline will not be accepted in the e – Procurement.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify Contents of Technical Bid or Financial Bid before the Deadline prescribed in Clause 16.

18.2 Tenderers may withdraw their Tenders by canceling his Tender on the Website only before the Deadline prescribed in Clause 16.

18.3 No Tender may be modified and withdrawn after the Deadline for Submission of Tenders.

18.4 Withdrawal or Modification of a Tender between the Deadline for Submission of Tenders and the Expiration of the Original Period of Tender Validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the Earnest Money Deposit pursuant to Clause 13.

18.5 Tenderers may only offer Discounts to, or otherwise modify the Prices of their Tenders by submitting

Tender Modifications in accordance with this Clause, or including in the Original Tender Submission.

E. Tender Opening and Evaluation

19. Opening of Technical Bid of all Tenders and Evaluation to determine Qualified Tenderers

19.1 The Employer will open the Technical Bids of all the Tenderers received in the e – Procurement Portal in the Presence of the Tenderers or their Representatives who choose to attend at 1600 hrs. on 16 - 03 - 2017in the Office of the Executive Engineer (Project Central – 2). In the event of the Specified Date of Tender Opening being declared a Holiday for the Employer, the Tenders will be opened at the Appointed Time and Location on the next Working Day.

19.2 The Tenderers' Names, the Presence or Absence of Earnest Money Deposit (Amount, Format and Validity), the Submission of Qualification Information and such Other Information as the Employer may consider Appropriate will be announced by the Employer at the Opening.

19.3 The Employer shall prepare Minutes of the Tender Opening, including the Information Disclosed to those present in accordance with Sub Clause 19.2.

19.4 The Employer will evaluate and determine whether each Tender (a) meets the Eligibility Criteria defined in ITT Clause 2; (b) is accompanied by the required Earnest Money Deposit as per Stipulations in ITT Clause and (c) meets the Minimum Qualification Criteria stipulated in ITT Clause 3. The Employer will draw out a List of Qualified Tenderers.

20. Opening of Financial Bid of Qualified Tenderers and Evaluation

20.1 The Employer will inform all the Qualified Tenderers the Time, Date and Venue fixed for the Opening of the Financial Bid received in the e – Procurement Portal containing the Priced Tenders. The Employer will open the Financial Bids of the Qualified Tenderers only at the Appointed Time and Date in the presence of the Tenderers or their Representatives who choose to attend. In the event of the Specified Date of Financial Bid Opening being declared a Holiday for the Employer, the Financial Bids will be opened at the Appointed Time and Location on the Next Working Day.

20.2 The Tenderers' Names, the Tender Prices, the Total Amount of Tender, any Discounts, and such other Details as the Employer may consider Appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender Opening.

20.3 The Employer shall prepare Minutes of the Financial Bid Opening, including the Information Disclosed to those present in accordance with Sub Clause 20.2.

21. Process to be Confidential

21.1 Information relating to the Examination, Clarification, Evaluation and Comparison of Tenders and Recommendations for the Award of a Contract shall not be disclosed to Tenderers or any other Persons not officially concerned with such Process until the Award to the Successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's Processing of Tenders or Award Decisions may result in the Rejection of his Tender.

22. Clarification of Tenders

22.1 To assist in the Examination, Evaluation and Comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for Clarification of his Tender, including Breakdowns of Unit Rates. The Request for Clarification and the Response shall be in writing or by cable, but no change in the Price or Substance of the Tender shall be sought, offered, or permitted except as required to confirm the Correction of Arithmetic Errors discovered by the Employer in the Evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to Sub Clause 22.1, no Tenderer shall contact the Employer on any Matter relating to its Tender from the Time of the Tender Opening to the Time the Contract is awarded. If the Tenderer wishes to bring Additional Information to the Notice of the Employer, it should do so in Writing.

22.3 Any Effort by the Tenderer to influence the Employer in the Employer's Tender Evaluation, Tender Comparison or Contract Award Decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and Determination of Responsiveness

23.1 Prior to the Detailed Evaluation of Tenders, the Employer will determine whether each Tender (a) has been properly signed; and (b) is Substantially Responsive to the Requirements of the Tender Documents.

23.2 A Substantially Responsive Tender is one which conforms to all the Terms, Conditions and Specifications of the Tender Documents, without Material Deviation or Reservation. A Material Deviation or Reservation is one (a) which affects in any substantial way the Scope, Quality or Performance of the Works; (b) which limits in any substantial way, Inconsistent with the Tender Documents, the Employer's Rights or the Tenderer's Obligations under the Contract; or (c) whose Rectification would affect unfairly the Competitive Position of other Tenderers presenting Substantially Responsive Tenders.

23.3 If a Tender is not Substantially Responsive, it will be rejected by the Employer and may not subsequently be made Responsive by Correction or Withdrawal of the Non Conforming Deviation or Reservation.

24. Correction of Errors

24.1 Tenders determined to be Substantially Responsive will be checked by the Employer for any Arithmetic Errors. Errors will be corrected by the Employer as follows.

(a) where there is a Discrepancy between the Rates in Figures and in Words, the Lower of the two will govern; and (b) where there is a Discrepancy between the Unit Rate and the Line Item Total resulting from multiplying the Unit Rate by the Quantity, the Unit Rate as quoted will govern.

24.2 The Amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the Correction of Errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the Corrected Amount, the Tender will be rejected and the Earnest Money Deposit may be forfeited in accordance with Sub Clause 13.7 (b).

25. Evaluation and Comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially Responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the Evaluated Tender Price by adjusting the Tender Price as follows.

a. making any Correction for Errors pursuant to Clause 24; and
b. making appropriate Adjustments to reflect Discounts or other Price Modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the Right to accept or reject any Variation, Deviation or Alternative Offer. Variations, Deviations and Alternative Offers and other Factors, which are in excess of the Requirements of the Tender Documents or otherwise result in Unsolicited Benefits for the Employer, shall not be taken into account in Tender Evaluation.

25.4 The Estimated Effect of the Price Adjustment Conditions under Clause 40 of the Conditions of Contract, during the Implementation of the Contract, will not be taken into account in Tender Evaluation.

25.5 If the Tender of the Successful Tenderer is seriously Unbalanced in relation to the Employer's Estimate of the Cost of the Work to be performed under the Contract, the Employer may require the Tenderer to produce Detailed Price Analyses for any or all Items of the Bill of Quantities, to demonstrate the Internal Consistency of those Prices with the Construction Methods and Schedule Proposed. After Evaluation of the Price Analyses, the Employer may require that the Amount of the Performance Security set forth in Clause 29 be increased at the expense of the Successful Tenderer to a

level sufficient to protect the Employer against Financial Loss in the event of Default of the Successful Tenderer under the Contract.

F. Award of Contract

26. Award Criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be Substantially Responsive to the Tender Documents and who has offered the Lowest Evaluated Tender Price, provided that such Tenderer has been determined to be (a) Eligible in accordance with the Provisions of Clause 2, and (b) Qualified in accordance with the Provisions of Clause 3.

27. Employer's Right to accept any Tender and to reject Any or All Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the Right to accept or reject any Tender, and to cancel the Tender Process and reject all Tenders, at any time Prior to the Award of Contract, without thereby incurring any Liability to the Affected Tenderer or Tenderers or any Obligation to inform the Affected Tenderer or Tenderers of the Grounds for the Employer's Action.

28. Notification of Award and Signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the Award by the Employer prior to Expiration of the Tender Validity Period by Cable, Telex, e – mail or Facsimile confirmed by Registered Letter. This Letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the Sum that the Employer will pay the Contractor in consideration of the Execution, Completion and Maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The Notification of Award will constitute the Formation of the Contract, subject only to the furnishing of Security Deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all Agreements between the Employer and the Successful Tenderer. It will be kept ready for Signature of the Successful Tenderer in the Office of Employer within 20 days following the Notification of Award along with the Letter of Acceptance. Within 7 days of Receipt, the Successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the Successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security Deposit

29.1 Within 7 days of Receipt of the Letter of Acceptance, the Successful Tenderer shall deliver to the Employer a Security Deposit in any of the forms given below for an Amount equivalent to 5% of the Contract Price plus Additional Security for Unbalanced Tenders in accordance with Sub Clause 25.5 of ITT and Clause 43 of the Conditions of Contract.

- Banker's Cheque / Demand Draft / Pay Order in favour of "The Commissioner, BBMP, Bengaluru" payable at Bengaluru or
- A Bank Guarantee in the Form given in Section 10.
- Specified Small Saving Instruments pledged to "The Commissioner, BBMP, Bengaluru".

29.2 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.

29.3 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Contractor.

29.4 Failure of the Successful Tenderer to comply with the Requirements of Sub Clause 29.1 shall constitute Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.

30. Advance Payment and Security

30.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the Maximum Amount as stated in the Contract Data.

31. Corrupt or Fraudulent Practices

31.1 The Employer requires that the Tenderers / Suppliers / Contractors, observe the Highest Standard of Ethics during the Procurement and Execution of such Contracts. In pursuance of this Policy, Employer

a. Will reject a Proposal for Award if it determines that the Tenderer recommended for Award has engaged in Corrupt or Fraudulent Practices in competing for the Contract in Question.

b. Will declare a Firm Ineligible, either Indefinitely or for a Stated Period of Time, to be awarded an Employer's Contract if it at any time determines that the Firm has engaged in Corrupt or Fraudulent Practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the Provision stated in Sub Clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Qualification and Tender Capacity of the Tenderer as provided for in Clause 3 of the Instructions to Tenderers.

1.1 Constitution or Legal Status of Tenderer [Attach Copy]

Place of Registration [Attach Copy]

Principal Place of Business

1.2 Details of Individual (s) who will serve as the point of Contact / Communication for the Tenderer:

a. Name
b. Designation
c. Company
d. Address
e. Telephone / Mobile Number
f. email Address:

1.3 Particulars of the Authorised Signatory of the Tenderer

a. Name
b. Designation
c. Address
d. Telephone / Mobile Number

1.4 Total Value of Civil Engineering Construction Works executed and Payments received in the last five years (in Rs. Lakh)

[Attach Certificate from Chartered Accountant]

2011 – 12 __________
2012 – 13 __________
2013 – 14 __________
2014 – 15 __________
2015 – 16 __________

1.5 Work performed as Prime Contractor (in the same name) on Works of Similar Nature over during the Five Years specified in 1.4 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of Contract in Rs. Lakh	Date of Issue of Work Order	Specified Period of Completion	Actual Date of Completion	Remarks explaining Reasons for Delay in Completion of Work
1	2	3	4	5	6	7	8	9

1.6 Quantities of Work Executed as Prime Contractor (in the same name) during the Last Five Years specified in 1.4 above.

Year	Name of Work	Name of Employer	Quantity of Work Performed[1]		Remarks (Indicate Contract Reference)
			Pavement Quality Concrete / White Topping (cum)	Bituminous Macadam (cum)	
2011 – 12					
2012 – 13					
2013 – 14					
2014 – 15					
2015 – 16					

[1] Items of Work for which Data is requested should tally with that specified in ITT Clause 3

1.7 Information on Works for which Tenders have been submitted and Works which are yet to be Completed as on the Date of this Tender.

(A) Existing Commitments and On Going Works

Description of Work	Place and State	Contract No. and Date	Name and Address of the Employer	Value of Contract (Rs. Lakh)	Stipulated Period of Completion	Value of Works[2] remaining to be Completed (Rs. Lakh)	Anticipated Date of Completion
1	2	3	4	5	6	7	8

[2] Attach Certificates from Employer in charge.

(B) Works for which Tenders already submitted

Description of Work	Place and State	Name and Address of the Employer	Estimated Value of Works (Rs. Lakh)	Stipulated Period of Completion	Date when Decision is Expected	Remarks, if any
1	2	3	4	5	6	7

1.8. The following Items of Equipment are considered Essential for successfully carrying out the Works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement[3]			Owned and Available		Remarks
	No.	Capacity	Owned	No. / Capacity	Age / Condition	

[3] The Item of Equipment, Required Number and Capacity should match with those specified in ITT Clause 3.3 (a).

1.9 Reports on the Financial Standing of the Tenderer, such as Profit and Loss Statements and Auditor's Reports for the last Five Years.

1.10 Qualification and Experience of the Key Technical and Management Personnel in Permanent Employment with the Tenderer and those that are proposed to be Deployed on this Contract, if awarded.

1.11 Name, Address, Telephone, Telex and Fax Numbers of the Tenderers' Bankers who may provide References if contacted by the Employer.

1.12 Evidence of Access to Financial Resources to meet the Qualification Requirement specified in ITT Clause 3.3 (b): Cash in Hand, Letter of Credit, etc. List them below and attach Certificate from the Banker in the suggested Format as under.

BANKER'S CERTIFICATE

This is to certify that M/s. ________________________ is a reputed Company with a good Financial Standing. If the Contract for this work, namely ________________ (name of the work) is awarded to the above Firm, we shall be able to provide Over Draft / Credit Facilities to the extent of Rs. _________ to meet the Working Capital Requirements for executing the above Contract.

Sd/-
Name of the Bank, Senior Bank Manger
Address

Note: No Change in the above Bank Certificate Format is acceptable.

1.13 Proposals for Subcontracting Components of Works amounting to more than 20% of the Contract Price.

Item of Work	Value of Sub Contract	Identified Sub Contractor (Name and Address)	Experience of Similar Work[4]

[4] Attach Certificate from the respective Employers.

a. Information on Litigations in which the Tenderer is involved.

Other Party (ies)	Employer	Details of Dispute	Amount Involved	Remarks showing Present Status

b. The Proposed Methodology and Program of Construction backed with Equipment Planning and Deployment, duly supported with Broad Calculations and Quality Control Procedures proposed to be adopted, justifying their Capability of Execution and Completion of the Work as per Technical Specifications within the Stipulated Period of Completion as per Milestones.

Statement of Undertaking regarding Corporate Debt Restructuring (CDR) during the last five Financial Years as stated in Clause 3.3 d of Section: 2 Instructions to Tenderers (ITT)

To
Executive Engineer
Project Central – 2
Bruhat Bengaluru Mahanagara Palike
N. R. Square
Bengaluru – 560 002

Dear Sir

Sub: Tender for "**White Topping on Selected Roads in Bengaluru City under Package 2**" reg.

We hereby confirm that we have not undergone CDR during the last five Financial Years preceding the Tender Submission Due Date.

We also confirm that we are not undertaking CDR as on Tender Submission Due Date.

Thanking you

Yours faithfully

Authorized Signature:

Name and Title of Signatory:

Name of Tenderer:

Address:

Note: This Undertaking is to be signed by the Tenderer and is to be countersigned by the Statutory Auditor.

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works: **White Topping on Selected Roads in Bengaluru City under Package 2.**

To
Executive Engineer
Project Central – 2
Bruhat Bengaluru Mahanagara Palike
N. R. Square
Bengaluru – 560 002

Dear Sir

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of ________ [in figures] (____________) [in letters].[5]

This Tender and your Written Acceptance of it shall constitute a Binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the Laws against Fraud and Corruption in Force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender Validity and Earnest Money Deposit required by the Tender Documents.

We attach herewith our Current Income Tax Clearance Certificate.

Yours faithfully

Authorized Signature:

Name and Title of Signatory:

Name of Tenderer:

Address:

[5] To be filled in by the Tenderer, together with his Particulars and Date of Submission at the Bottom of the Form of Tender

Letter of Acceptance
(Letter Head Paper of the Employer)

Date:

To: [Name and Address of the Contractor]

Dear Sir

This is to notify you that your Tender dated ________ for execution of the **White Topping on Selected Roads in Bengaluru City under Package 2, No. EE / PC – 2 / TEND / 1 / 2016 – 17 dated 21 - 02 - 2017** for the Contract Price of Rupees (__________) [amount in both Words and Figures], as corrected and modified in Accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security Deposit, in the form detailed in Clause No. 25.5 of ITT for an amount of Rs. ___________ within 20 days of the Receipt of this Letter of Acceptance valid upto 30 days from the Date of Expiry of Defects Liability Period i.e. upto _________ and sign the Contract, failing which action as stated in Clause No. 29.4 of ITT will be taken.

Yours faithfully

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to Proceed with the Work
(Letter Head of the Employer)

Date:

To: [Name and Address of the **Contractor]**

Dear Sir

Pursuant to your furnishing **the requisite** Security Deposit as stipulated in ITT **Clause 29.1 and signing** of the Contract Agreement for **the White Topping on Selected Roads in Bengaluru City under Package 2** for a Tender Price of Rs. ___________. **You are hereby instructed** to proceed with the execution of the said works in accordance with the Contract Documents.

Yours faithfully

(Signature, Name and Title of Signatory authorized to sign on behalf of Employer)

Agreement Form

Agreement

This Agreement, made on the _______ day of _____ 20___, between ____________________ [Name and Address of Employer] (hereinafter called "the Employer") of the one part and ____________________ [Name and Address of Contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor executes **White Topping on Selected Roads in Bengaluru City under Package 2, No. EE / PC – 2 / TEND / 1 / 2016 – 17 dated 21 - 02 - 2017** (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a Contract Price of Rupees _____.

NOW THIS AGREEMENT WITNESSETH as follows.

1. In this Agreement, Words and Expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the Payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any Defects therein in conformity in all aspects with the Provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the Execution and Completion of the Works and Remedying the Defects wherein the Contract Price or such other Sum as may become payable under the Provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following Documents shall be deemed to form and be read and construed as part of this Agreement, viz.
   i. Letter of Acceptance, Notice to proceed with the Works.
   ii. Contractor's Tender.
   iii. Contract Data.
   iv. Conditions of Contract (including Special Conditions of Contract).
   v. Specifications.
   vi. Drawings.
   vii. Bill of Quantities.
   viii. Minutes of Pre Tender Meeting and
   ix. Any other Document listed in the Contract Data as forming part of the Contract.

In witness whereof the Parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of ______________________________
was hereunto affixed in the presence of
Signed, Sealed and Delivered by the said ______________________________

in the Presence of
Binding Signature of Employer ______________________________
Binding Signature of Contractor ______________________________

SECTION 5: CONDITIONS OF CONTRACT

Table of Contents

Conditions of Contract

A. General

1. **Definitions**

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their Defined Meanings. Bold Letters are used to identify Defined Terms.

Bill of Quantities means the Priced and Completed Bill of Quantities forming part of the Tender.
Compensation Events are those defined in Clause 38 hereunder.
The **Completion Date** is the Date of Completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the Contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the Documents listed in Clause 2.2 below.
The **Contract Data** defines the Documents and other Information, which comprise the Contract.
The **Contractor** is a Person or Corporate Body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the Completed Tender Document submitted by the Contractor to the Employer.
The **Contract Price** is the Price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Provisions of the Contract.
Days are Calendar Days; **Months** are Calendar Months.
A **Defect** is any Part of the Works not completed in accordance with the Contract.
The **Defects Liability Period** is the Period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the Party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's Machinery and Vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the Date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an Extension of Time.
Materials are all Supplies, including Consumables, used by the Contractor for incorporation in the Works.
Plant is any Integral Part of the Works which is to have a Mechanical, Electrical, Electronic or Chemical or Biological Function.
The **Site** is the Area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any Modification or Addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence Execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a Person or Corporate Body who has a Contract with the Contractor to carry out a Part of the Work in the Contract which includes Work on the Site.
A **Variation** is an Instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. **Interpretation**

2.1 In interpreting these Conditions of Contract, Singular also means Plural, Male also means Female or Neuter, and the other way around. Headings have no Significance. Words have their Normal Meaning under the Language of the Contract unless specifically defined. The Employer will provide Instructions

clarifying Queries about the Conditions of Contract.

2.2 The Documents forming the Contract shall be interpreted in the following Order of Priority.
i. Agreement.
ii. Letter of Acceptance, Notice to proceed with the Works.
iii. Contractor's Tender.
iv. Contract Data.
v. Conditions of Contract (including Special Conditions of Contract).
vi. Specifications.
vii. Drawings.
viii. Bill of Quantities.
ix. Minutes of Pre Tender Meeting and
x. Any other Document listed in the Contract Data as forming Part of the Contract.

3. Law Governing Contract

3.1 The Law Governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's Decisions

4.1 Except where otherwise specifically stated, the Employer will decide Contractual Matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his Duties and Responsibilities to other people after notifying the Contractor and may cancel any Delegation after notifying the Contractor.

6. Communications

6.1 Communications between Parties which are referred to in the Conditions are effective only when in writing. A Notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

Deleted.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other Contractors, Public Authorities, Utilities and the Employer.

9. Personnel

9.1 The Contractor shall employ the Technical Personnel (of Number and Qualifications) as may be stipulated by the BBMP from time to time during the Execution of the Work. The Technical Staff so employed shall be available at Site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's Staff or his Work Force stating the Reasons, the Contractor shall ensure that the Person leaves the Site within Seven Days and has no further Connection with the work in the Contract.

10. Employer's and Contractor's Risks

10.1 The Employer carries the Risks which this Contract states are Employer's Risks, and the Contractor carries the Risks which this Contract states are Contractor's Risks.

11. Employer's Risks

11.1 The Employer is responsible for the Excepted Risks, which are

a. Rebellion, Riot Commotion or Disorder unless solely restricted to Employees of the Contractor arising from the conduct of the Works; or
b. A Cause due solely to the Design of the Works, other than the Contractor's Design; or
c. Any Operation of the Forces of Nature (in so far as it occurs on the Site) which an Experienced Contractor
   i. Could not have reasonably foreseen; or
   ii. Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following Measures.
      - Prevent Loss or Damage to Physical Property from occurring by taking Appropriate Measures or
      - Insure against such Loss or Damage.

12. Contractor's Risks

12.1 All Risks of Loss or Damage to Physical Property and of Personal Injury and Death, which arise during and in consequence of the Performance of the Contract other than the Excepted Risks, are the Responsibility of the Contractor.

13. Insurance

13.1 The Contractor shall prior to commence the works, effect and thereafter maintain Insurances, in the Joint Names of the Employer and the Contractor (cover from the First Working Day after the Start Date to the End of Defects Liability Period) in the Amounts stated in the Contract Data:

a. For Loss or Damage to the Works, Plants and Materials and the Contractor's Equipment;
b. For Liability of both Parties for Loss, Damage, Death and Injury to Third Parties or their Property arising out of the Contractor's Performance of the Contract including the Contractor's Liability for Damage to the Employer's Property other than the Works and
c. For Liability of both Parties and of any Employer's Representative for Death and Injury to the Contractor's Personnel except to the Extent that Liability arises from the Negligence of the Employer, any Employer's Representative or their Employees.

13.2 Policies and Certificates for Insurance shall be delivered by the Contractor to the Employer for his Approval before the Start Date. All such Insurances shall provide for Compensation to be payable to rectify the Loss or Damage incurred. All Payments received from Insurers relating to Loss or Damage shall be held jointly by the Parties and used for the Repair of the Loss or Damage or as Compensation for Loss or Damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the Insurances referred to in the previous Sub Clauses or fails to provide Satisfactory Evidence, Policies or Receipts, the Employer may without Prejudice to any other Right or Remedy, effect Insurance for the Cover relevant to such Default and pay the Premiums due and recover the same as a Deduction from any other Monies due to the Contractor. If no Payment is due, the Payment of the Premiums shall be a Debt Due.

13.4 Alterations to the Terms of Insurance shall not be made without the Approval of the Employer.

13.5 Both Parties shall comply with any Conditions of the Insurance Policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Tender, shall rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any Information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify Queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specifications and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence Execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the Approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the Design of Temporary Works.

18.3 The Employer's approval shall not alter the Contractor's Responsibility for Design of the Temporary Works.

18.4 The Contractor shall obtain Approval of Third Parties for the Design of the Temporary Works where required.

18.5 All Drawings prepared by the Contractor for the Execution of the Temporary or Permanent Works, are subject to prior Approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be Responsible for the Safety of all Activities on the Site.

20. Discoveries

20.1 Anything of Historical or other Interest or of Significant Value unexpectedly Discovered on the Site is the Property of the Employer. The Contractor is to notify the Employer of such Discoveries and carry out the Employer's Instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give Possession of all parts of the Site to the Contractor. If Possession of a Part is not given by the Date stated in the Contract Data, the Employer is deemed to have delayed the Start of the Relevant Activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any Person authorized by the Employer Access to the Site, to any Place where Work in connection with the Contract is being carried out or is intended to be carried out and to any Place where Materials or Plant are being manufactured / fabricated / assembled for the Works.

23. Instructions

23.1 The Contractor shall carry out all Instructions of the Employer which comply with the Applicable Laws where the Site is located.

24. Procedure for Resolution of Disputes

24.1 If the Contractor is not satisfied with the Decision taken by the Employer, the Dispute shall be referred by either Party to Arbitration within 30 days of the Notification of the Employer's Decision.

24.2 If neither Party refers the Dispute to Arbitration within the above 30 days, the Employer's Decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the Arbitration Procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

25.1 Within the Time stated in the Contract Data, the Contractor shall submit to the Employer for Approval a Program showing the General Methods, Arrangements, Order and Timing for all the Activities in the Works.

25.2 The Employer's Approval of the Program shall not alter the Contractor's Obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A Revised Program is to show the Effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 Days of the Contractor asking the Employer for a Decision upon the Effect of a Compensation Event or Variation and submitting Full Supporting Information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the Start or Progress of any Activity within the Works.

28. Management Meetings

28.1 The Employer may require the Contractor to attend a Management Meeting. The Business of a Management Meeting shall be to review the Progress Achieved and the Plans for Remaining Work.

28.2 The Responsibility of the Parties for Actions to be taken is to be decided by the Employer either at the Management Meeting or after the Management Meeting and stated in writing to be distributed to all who attended the Meeting.

C. Quality Control

29. Identifying Defects

29.1 The Employer shall check the Contractor's Work and notify the Contractor of any Defects that are found. Such Checking shall not affect the Contractor's Responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any Work that the Employer considers may have a Defect.

30. Tests

30.1 If the Employer instructs the Contractor to carry out a Test not Specified in the Specification to check whether any Work has a Defect and the Test shows that it does, the Contractor shall pay for the Test and any Samples. If there is no Defect the Test shall be a Compensation Event.

31. Correction of Defects

31.1 The Employer shall give Notice to the Contractor of any Defects before the End of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time Notice of a Defect is given, the Contractor shall correct the Notified Defect within the Length of Time specified by the Employer's Notice.

32. Uncorrected Defects

32.1 If the Contractor has not corrected a Defect within the Time Specified in the Employer's Notice, the Employer will assess the Cost of having the Defect corrected, and the Contractor will pay this Amount.

D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain Items for the Construction, Installation, Testing and Commissioning Work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the Quantity of the Work done at the Rate in the BOQ for each Item.

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the Progress of the Work by him.

a. Increase or decrease of any Item of Work included in the Bill of Quantities (BOQ).
b. Omit any Item of Work.
c. Change the Character or Quality or Kind of any Item of Work.
d. Change the Levels, Lines, Positions, Locations and Dimensions of any Part of the Work.
e. Execute Additional Items of Work of any kind necessary for the Completion of the Works and
f. Change in any Specified Sequence, Methods or Timing of Construction of any Part of the Work.

34.2 The Contractor shall be bound to carry out the Work in accordance with any Instructions in this Connection, which may be given to him in Writing by the Employer and such Alteration shall not vitiate or invalidate the Contract.

34.3 Variations shall not be made by the Contractor without an Order in Writing by the Employer, provided that no Order in Writing shall be required for Increase or Decrease in the Quantity of an Item appearing in the BOQ so long as the Work executed conforms to the Approved Drawings.

34.4 The Contractor shall promptly request in Writing to the Employer to confirm Verbal Orders and if no such Confirmation is received within 15 days of Request, it shall be deemed to be an Order in Writing by the Employer.

35. Payments for Variations

35.1 Payment for Increase in the Quantities of an Item in the BOQ upto 25% of that provided in the Bill of Quantities shall be made at the Rates quoted by the Contractor.

35.2 For Quantities in Excess of 125% of the Tendered Quantity of an Item as given in the BOQ, the Contractor shall be paid at the Rate entered in or derived from the Schedule of Rates (applicable for the Area of the Work and Current at the Time of Award of Contract) plus or minus the Overall Percentage of the Original Tendered Rates over the Current Schedule of Rates prevalent at the Time of Award of Contract.

35.3 If there is no Rate for the Additional, Substituted or Altered Item of the Work in the BOQ, Efforts would be made to derive the Rates from those given in the BOQ or the Schedule of Rates (Applicable for the Area of the Work and Current at the Time of Award of Contract) and if found Feasible, the Payment would be made at the Derived Rate for the Item plus or minus the Overall Percentage of the Original Tendered Rates over the Current Schedule of Rates prevalent at the Time of Award of Contract.

35.4 If the Rates for Additional, Substituted or Altered Item of Work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his Quotation for the Items supported by Analysis of the Rate or Rates claimed, within 7 days.

35.5 If the Contractor's Quotation is determined Unreasonable, the Employer may order the Variation and make a Change to the Contract Price which shall be based on Employer's own Forecast of the Effects of the Variation on the Contractor's Costs.

35.6 If the Employer decides that the Urgency of Varying the Work would prevent a Quotation being given and considered without Delaying the Work, no Quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no Circumstances, the Contractor shall suspend the Work on the Plea of Non Settlement of

Rates for Items falling under this Clause.

36. Submission of Bills for Payment

36.1 The Contractor shall submit to the Employer Monthly Bills of the Value of the Work completed less the Cumulative Amount Paid previously.

36.2 The Employer shall check the Contractor's Bill and determine the Value of the Work executed which shall comprise of (i) Value of the Quantities of the Items in the BOQ Completed and (ii) Valuation of Variations and Compensation Events.

36.3 The Employer may exclude any Item paid in a Previous Bill or reduce the Proportion of any Item previously paid in the Light of Later Information.

37. Payments

37.1 Payments shall be adjusted for Deductions for Advance Payments, other than Recoveries in Terms of the Contract and Taxes at Source as applicable under the Law. The Employer shall pay the Contractor within 60 Days of Submission of the Bill. The Contractor shall be liable to pay Liquidated Damages for Shortfall in Progress. For Progress beyond the Agreed Programme, Payment is subject to Availability of the Grants.

37.2 Items of the Works for which no Rate or Price has been entered in, will not be paid for by the Employer and shall be deemed covered by other Rates and Prices in the Contract.

38. Compensation Events

38.1 The following are Compensation Events unless they are caused by the Contractor.

a. The Employer does not give Access to a Part of the Site by the Site Possession Date stated in the Contract Data.
b. The Employer orders a Delay or does not issue Drawings, Specifications or Instructions Required for Execution of Works on time.
c. The Employer instructs the Contractor to uncover or to carry out Additional Tests upon Work which is then found to have no Defects.
d. The Employer gives an Instruction for dealing with an Unforeseen Condition, caused by the Employer, or Additional Work required for Safety or other Reasons.
e. The Effect on the Contractor of any of the Employer's Risks.
f. The Employer unreasonably delays issuing a Certificate of Completion.
g. Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause Additional Cost or would prevent the Work being completed before the Intended Completion Date, the Contract Price shall be increased and / or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as Information demonstrating the Effect of each Compensation Event upon the Contractor's Forecast Cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's Forecast is deemed Unreasonable, the Employer shall adjust the Contract Price based on Employer's own Forecast. The Employer will assume that the Contractor will react competently and promptly to the Event.

38.4 The Contractor shall not be entitled to Compensation to the Extent that the Employer's Interests are adversely affected by the Contractor not having given Early Warning or not having cooperated with the Employer.

39. Tax

39.1 The Rates quoted by the Contractor shall be deemed to be inclusive of the Sales and Other Taxes that the Contractor will have to pay for the Performance of this Contract. The Employer will perform such

Duties in regard to the Deduction of such Taxes at Source as per Applicable Law.

40. Price Adjustment

Star Rates in respect of Cement, Steel and Bitumen only shall be payable to the Contractor based on the All India Average Wholesale Price Index for the said Materials. The Star Rates Adjustment shall be as per the Increase or Decrease in the Index as applied to the said Materials between the Last Date for Receiving Tenders and the Date of Execution as per the Approved Programme of Works submitted by the Contractor at the Time of Execution of Agreement, which shall mandatorily be a Part of the Agreement.

41. Liquidated Damages

41.1 The Contractor shall pay Liquidated Damages to the Employer at the Rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date for the whole of the Works as stated in the Contract Data. The Total Amount of Liquidated Damages shall not exceed the Amount defined in the Contract Data. The Employer may deduct Liquidated Damages from Payments due to the Contractor. Payment of Liquidated Damages does not affect the Contractor's Liabilities.

41.2 If the Intended Completion Date is extended after Liquidated Damages have been paid, the Employer shall correct any Overpayment of Liquidated Damages by the Contractor by adjusting the Next Payment of Bill.

42. Advance Payments

42.1 The Employer shall make Payment to the Contractor of the Amounts stated in the Contract Data by the Date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a Form acceptable to the Employer issued by a Nationalized / Scheduled Bank in Amounts equal to the Advance Payment. The Guarantee shall remain Effective until the Advance Payment has been repaid, but the Amount of the Guarantee shall be progressively reduced by the Amounts repaid by the Contractor. Interest will not be charged on the Advance Payment.

42.2 The Contractor is to use the Advance Payment only to pay for Mobilization Expenses required specifically for Execution of the Works. The Contractor shall demonstrate that Advance Payment has been used in this way by Supplying Copies of Invoices or other Documents to the Employer.

42.3 The Advance Payment shall be repaid by Deducting Proportionate Amounts from Payments otherwise due to the Contractor, following the Schedule of Completed Percentages of the Works on a Payment Basis. No account shall be taken of the Advance Payment or its Repayment in assessing Valuation of the Work done, Variations, Price Adjustments, Compensation Events or Liquidated Damages.

43. Securities

43.1 The Security Deposit (including Additional Security for Unbalanced Tenders) shall be provided to the Employer no later than the Date Specified in the Letter of Acceptance and shall be issued in an Amount and Form and Type of Instrument acceptable to the Employer. The Security Deposit shall be valid until a date 30 days from the Date of Expiry of Defects Liability Period and the Additional Security for Unbalanced Tenders shall be valid until a date 30 days from the Date of Issue of the Certificate of Completion.

44. Cost of Repairs

44.1 Loss or Damage to the Works or Materials to be incorporated in the Works between the Start Date and the End of the Defects Correction Periods shall be remedied by the Contractor at the Contractor's Cost if the Loss or Damage arises from the Contractor's Acts or Omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a Certificate of Completion.

47. Final Account

47.1 The Contractor shall supply to the Employer a Detailed Account of the Total Amount that the Contractor considers Payable under the Contract before the End of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any Final Payment that is due to the Contractor within 90 days of receiving the Contractor's Account if it is Correct and Complete. If it is not, the Employer shall issue within 90 days a Schedule that states the Scope of the Corrections or Additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the Amount Payable to the Contractor and make Payment within 60 days of receiving the Contractor's Revised Account.

48. As Built Drawings and / or Operating and Maintenance Manuals

48.1 If "As Built" Drawings and / or Operating and Maintenance Manuals are required, the Contractor shall supply them by the Dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the Dates stated in the Contract Data, or they do not receive the Employer's Approval, the Employer shall withhold the Amount stated in the Contract Data from Payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other Party causes a Fundamental Breach of the Contract.

49.2 Fundamental Breaches of Contract include, but shall not be limited to the following.

a. The Contractor stops work for 45 days when No Stoppage of Work is shown on the Current Program and the Stoppage has not been authorized by the Employer.
b. The Contractor becomes Bankrupt or goes into Liquidation other than for a Reconstruction or Amalgamation.
c. The Employer gives Notice that Failure to correct a Particular Defect is a Fundamental Breach of Contract and the Contractor fails to correct it within a Reasonable Period of Time determined by the Employer.
d. The Contractor does not maintain a Security which is required.
e. The Contractor has delayed the Completion of Works by the Number of Days for which the Maximum Amount of Liquidated Damages can be paid as defined in the Contract data; and
f. If the Contractor, in the judgment of the Employer has engaged in Corrupt or Fraudulent Practices in competing for or in the Executing the Contract.

For the purpose of this paragraph "**Corrupt Practice**" means the Offering, Giving, Receiving or Soliciting of any thing of Value to influence the Action of a Public Official in the Procurement Process or in Contract Execution. "**Fraudulent Practice**" means a Misrepresentation of Facts in order to influence a Procurement Process or the Execution of a Contract to the Detriment of the Borrower and includes Collusive Practice among Tenderers (prior to or after Tender Submission) designed to establish Tender Prices at Artificial Non Competitive Levels and to deprive the Borrower of the Benefits of Free and Open Competition.

49.3 When either Party to the Contract gives Notice of a Breach of Contract to the Employer for a Cause other than those Listed under Sub Clause 49.2 above, the Employer shall decide whether the Breach is Fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for Convenience.

49.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site Safe and Secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a Fundamental Breach of Contract by the Contractor, the Employer shall prepare Bill for the Value of the Work done Less Advance Payments received upto the Date of the Bill, Less other Recoveries Due in Terms of the Contract, Less Taxes Due to be deducted at Source as per Applicable Law and Less the Percentage to apply to the Work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the Total Amount due to the Employer exceeds any Payment due to the Contractor, the Difference shall be a Debt payable to the Emplcyer.

50.2 If the Contract is terminated at the Employer's Convenience or because of a Fundamental Breach of Contract by the Employer, the Employer shall prepare Bill for the Value of the Work done, the Reasonable Cost of Removal of Equipment, Repatriation of the Contractor's Personnel employed solely on the Works and the Contractor's Costs of protecting and securing the Works and Less Advance Payments received upto the Date of the Certificate, Less other Recoveries due in Terms of the Contract and Less Taxes due to be deducted at Source as per Applicable Law and make Payment accordingly.

51. Property

51.1 All Materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the Property of the Employer, if the Contract is terminated because of a Contractor's Default.

52. Release from Performance

52.1 If the Contract is frustrated by any Event entirely Outside the Control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site Safe and stop work as quickly as possible after receiving this Certificate and shall be paid for all Work carried out before receiving it and for any Work carried out afterwards to which Commitment was made.

F. Special Conditions of Contract

The following Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract and Instructions to Tenderers as an Extension and not in Limitation of the Obligations of the Contract. In case of Discrepancy between these Special Conditions of Contract and the General Conditions of Contract, the decision of the Employer shall be final and binding on the Contractor.

1. Labour

The Contractor shall, unless otherwise provided in the Contract, make his own Arrangements for the Engagement of all Staff and Labour, Local or Other, and for their Payment, Housing, Feeding and Transport.

The Contractor shall, if required by the Employer, deliver to the Employer a Return in Detail, in such Form and at such Intervals as the Employer may prescribe, showing the Staff and the Numbers of the Several Classes of Labour from time to time employed by the Contractor on the Site and such other Information as the Employer may require.

2. **Compliance with Labour Regulations**
During Continuance of the Contract, the Contractor shall abide at all times by all existing Labour Enactments and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government or Local Authority and any other Labour Law (including Rules), Regulations, Bye Laws that may be passed or Notification that may be issued under any Labour Law in future either by the State or the Central Government or the Local Authority. The Contractor shall keep the Employer Indemnified in case any action is taken against the Employer by the Competent Authority on Account of Contravention of any of the Provisions of any Act or Rules made there under, Regulations or Notifications including Amendments. If the Employer is caused to pay or reimburse, such Amounts as may be necessary to cause or observe, or for Non Observance of the Provisions Stipulated in the Notifications / Bye Laws / Acts / Rules / Regulations including Amendments, if any, on the part of the Contractor, Employer shall have the Right to deduct any Money due to the Contractor including his Amount of Security Deposit. The Employer shall also have Right to recover from the Contractor any Sum required or estimated to be required for making Good the Loss or Damage suffered by the Employer. The Employees of the Contractor in no case shall be treated as the Employees of the Employer at any point of time.

3. **Protection of Environment**
The Contractor shall take all Reasonable Steps to protect the Environment on and off the Site and to avoid Damage or Nuisance to Persons or to Property of the Public or others resulting from Pollution, Noise or other Causes arising as a Consequence of his Methods of Operation. During Continuance of the Contract, the Contractor shall abide at all times by all Existing Enactments on Environmental Protection and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government, or Local Authorities and any other Law, Bye Law, Regulations that may be passed or Notification that may be issued in this respect in future by the State or Central Government or the Local Authority.

4. **Possession of the Site**
The Employer shall give the possession of the Site to the Contractor based on the mutually agreed Construction Schedule between the Employer and the Contractor. If Possession of a Part is not given as per the mutually agreed Schedule then the Employer will assess the Probable Delay that may arise due to non availability of that particular part of Site to the Contractor.

5. The Tender Documents uploaded in the e – Procurement Portal, Tender Terms arrived at during Process of Clarifications together with the Letter of Acceptance thereof, shall constitute a Binding Contract between the Successful Tenderer and the Employer and shall form the Foundation of the Rights and Obligation of both the Parties.

6. The Several Documents forming the Contract are to be taken as mutually explanatory of one another, Detailed Drawings being followed in preference to Small Scale Drawings and Figured Dimensions in preference to the Measured Ones. Special Conditions shall be followed in preference to General Conditions / Clauses of the Contract. Particular Specifications shall be followed in preference to General Specifications applicable to the Contract.

7. In case of Discrepancy / Inconsistency between the Description in the Scope of Works, Specifications, Nomenclature of Items and / or the Drawings, Conditions of Contract, Qualification Document and if there are Varying or Conflicting Provisions made in any Document forming Part of the Contract, the Employer shall be the Deciding Authority with regard to the Intention / Interpretation of the Document and his Decision shall be final and binding on the Contractor without any reservations.

8. The Right to carry out the Work either in Conformity with or in a Manner entirely different from the Terms of this Tender Document that may be considered most suitable before or subsequent to the Receipt of Tenders due to Exigencies of Work is reserved with the Employer.

9. Any Error in Description or any Omissions there from, shall not vitiate the Contract or release the Contractor from the Execution of the whole or any part of the Works comprised therein according to Drawings and Specifications or from any of his Obligations under the Contract.

10. The Work shall not be subcontracted.

11. Time is the Essence of the Contract and it shall be clearly understood that the Contractor is bound to complete the Work in every respect within the Intended Completion Period as stated in the Contract Data.

12. Within ten days from the Date of Signing the Agreement, the Contractor shall submit to the Employer for his Approval, a Time and Progress Chart in direct relation to the Intended Completion Period stated in the Contract Data for Completion of the Items or Groups of Items of Work and for the Contract as a whole. It shall indicate the Procedure and Method in which the Work is proposed to be carried out, the Forecast of the Dates of Commencement and Completion of Various Grades or Sections and the Arrangements regarding Constructional Plant and Temporary Works, which the Contractor intends to make. The Programme of Work may be amended as and when necessary by Agreement between the Employer and the Contractor within the Limitations of Time imposed by the Contract Documents.

a. The Total Work to be executed shall be divided into seven to ten Milestones on mutually agreed Schedule between the Employer and the Contractor. These Milestones shall be based on Financial Progress in concurrence with respective Physical Progress. Progress of Work will be reviewed monthly / at the end of the each Milestone. In case the Progress achieved falls short by more than 25% of the Cumulative Programme, the Reasons for such Shortfall shall be examined and a Record made thereof apportioning the Responsibilities for the Delay between the Contractor and the Employer. This Record shall be signed in full and dated by both the Employer and the Contractor.

b. In respect of the Shortfall in Progress (reviewed monthly / at the end of the each Milestone), assessed as due to the Delay on the Part of the Contractor, the Contractor shall be Liable to pay Liquidated Damages as stated in the Contract Data. In case the Contractor picks up the Progress and completes all Works as per Tender within the Intended Completion Period, the Entire Amount so recovered above will be returned back to the Contractor without any Interest. The Time of Completion is to be certified by the concerned Chief Engineer.

13. On the basis of Project Scheduling, the Contractors shall also supply Monthly Bar Chart for Completion of each Item of Work and other necessary Information for monitoring the Progress of the Work. The Contractor shall also supply suitably Updated Monthly Bar Charts, etc. incorporating inter alia the Decision taken during Site Inspections / Review Meetings.

14. The Approval of the above Programme by the Employer shall not absolve or relieve the Contractor of any of his Responsibilities to complete the whole of the Works by the Intended Completion period or Extended Completion Period, if any.

15. **Progress of Work**

The Contractor shall give the Employer on the 4th Day of each Month a Progress Report of the Work

done during the Previous Month.

The Progress of Work will be reviewed periodically by the Employer with the Contractor and Shortfalls, if any sorted out, the Contractor shall thereupon take such Action as may be necessary to bring back his Work to Schedule without any Additional Cost to the Employer by employing Overtime Operations, increasing the Number of Shifts, Capacity of the Equipment or otherwise as directed by the Employer and nothing shall be paid extra.

16. **Drawings to be kept at Site**
The Required Sets of the Drawings as approved by the Employer shall be kept by the Contractor at the Site and the same shall at all reasonable time be available for Inspection and Use by the Employer and his approved Representative and any other person authorized by the Employer in writing.

17. **Inspection of Works**
In addition to the Provisions of Relevant Clauses of the Contract, the Work shall also be open to Inspection by the Employer and his approved Representative. The Contractor shall at all times during the Usual Working Hours and at all times at which Reasonable Notices of the Intention of the Employer or his approved Representative as stated above to visit the Works shall have been given to the Contractor, either himself be present to receive the Orders and Instructions or have a responsible Site Engineer duly accredited in writing, to be present for that Purpose.

18. **Foreign Exchange**
It shall be clearly understood that no Foreign Exchange shall be made available for the Purpose of Equipment, Plants, Machinery or Materials of any kind or any other Items / Purposes required to be carried out in Execution of the Work. It shall be clearly understood that no Foreign Exchange required for importing Equipments, Materials for Tools, Plants and Machinery, etc. that may be required in carrying out the Work, even from the Rupee Payment Country will be made available.

19. The Contractor shall make his own arrangement at his own Cost for the Provision of Telephone Facilities at the Site of Works or at any other place.

20. No Accommodation is available at the Site of Work for Office, Residence, Labour, Store, Casting Yard, etc. and the Contractor has to make his own Arrangement and no Claim whatsoever on this account shall be entertained.

21. The Contractor shall make his own arrangement for the Disposal of the Spoils / Excavated Earth / Debris from the Works to such Place, approved by the Employer, where the same shall not cause Nuisance and shall be acceptable to the Authorities concerned.

22. The Electric and Water Connections to be obtained for use of the Work under the Contract are subject to the following Conditions.
    a. The Contractor shall make his own arrangement for Electricity and Water Supply. However, the Employer will assist the Contractor to get Power from the concerned Department at the Contractor's Cost.
    b. The Employer shall in no way be Responsible for any Delay in getting the Electric Connection and Water and no Claim on this account whatsoever, shall be entertained. It shall be clearly understood that the Contractor has to make his own Arrangement for Generators for use before the Electric Connection is made available and also to be used as a Stand by Arrangement in case of Power Failure, etc. or in the case of Disconnection of Electric Supply by the concerned Department for any reason.

23. **Safety of Workers**

In respect of all Labour directly or indirectly employed in the Work for the Performance of the Contractor's Part of this Agreement, the Contractor shall at his own Expense arrange for the Safety Provisions as per Indian Standard Safety Codes shown below and shall at his own Expense provide all Facilities in connection there with. In case, the Contractor fails to make Arrangement and provide Necessary Facilities as aforesaid, he shall be liable to pay **Rs. 10000/-** per Day for each day of Delay from the Date of Notice issued to the Contractor ion this regard and in addition the Employer shall be at liberty to make Arrangement and provide Facilities as aforesaid and recover the Cost incurred on that behalf from the Contractor, and no Claims whatsoever shall be entertained.

i.	IS: 3696 (Part I) – 1966	Safety Code for Scaffolds and Ladders
ii.	IS: 3696 (Part II) – 1966	Safety Code for Scaffolds and Ladders, Part II Ladders
iii.	IS: 3764 – 1966	Safety Code for Excavation Work
iv.	IS 4081 – 1967	Safety Code for Blasting and Drilling Operations
v.	IS: 4138 – 1977	Safety Code for Working in Compressed Air
vi.	IS: 5121	Safety Code for Piling and other Deep Foundations
vii.	IS: 5916 – 1970	Safety Code for Construction involving Use of Hot Bituminous Materials
viii.	IS: 7293 – 1974	Safety Code for Working with Construction Machinery
ix.	IS: 7969 –1975	Safety Code for Storage and Handling of Building Materials
x.	Any other Code and / or as per directions of the Employer.	

24. The Employer shall have Full Powers to send Workmen and employ on the Premises to execute Fittings and other Work not included in the Contract. For whole Operations, the Contractor is to afford every Reasonable Facility during Ordinary Working Hours provided that such Operations shall be carried on in such a manner as not to impede the Progress of the Work included in this Contract in the opinion of the Employer.

25. The Contractor shall conduct his Work so that not to interfere with or hinder the Progress or Completion of the Work being performed by other Contractors, Piece Workers or by the Employer and shall as far as possible arrange his Work and shall place and dispose the Operations of the other Contractors, Piece Workers, or of the Employer. The Contractor shall arrange his Work with that of the others in an Acceptable Manner and shall perform it in Proper Sequence to the complete Satisfaction of the Employer at the Contractor's own Cost.

26. **No Waiving of Legal Rights and Powers**

The Employer shall not be precluded or stopped from taking any Measurements and Framing of Estimates or Detaining any Certificates made either before or after the Completion and Acceptance of the Work and Payment, from showing the True Amount and Character of the Works Performed and Materials furnished by the Contractor and from showing that any such Measurements, Estimates or Certificates Untrue or incorrectly made and that the Employer shall not be precluded or stopped from recovering from the Contractor and such Damages as it may be sustained by Reasons of his Failure to comply with the Terms and Conditions of the Contract. Neither the Acceptance by the Employer nor any Payment for Acceptance of the whole or any part of the Work nor any Extension of Time nor any Possession taken by the Employer shall operate as a Waiver of any Portion of the Contract or any Power herein reserved or of any Risk to Damage. A Waiver of any Breach of the Contract shall not be held to be a Waiver of any other or subsequent Breach.

27. **Night Work**

For Completing the Work well within the Intended Completion Period, the Contractor is required to

work in three shifts (including Night Work) and no Claim whatsoever shall be entertained on this account, not withstanding, the Fact that the Contractor will have to pay to the Labours and other Staff engaged directly or indirectly on the Work according to the Provisions of the Labour Regulations and the Agreement entered into and for Extra Amounts towards any other Reason. None of the Permanent Works shall be carried out during Night or on Authorized Public Holidays without the permission in writing of the Employer except when Work is unavoidable or absolutely necessary for the Safety of Life, Property or Work in which case the Contractor shall immediately advise the Employer accordingly, provided that the Provisions of this Condition shall not be Applicable in the case of any Work which is customary to carry out by Rotation or in Double Shift.

28. No Work shall be covered or put out of View without the approval of the Employer or his approved Representative and the Contractor shall afford Full Opportunity for Examination of such Services before these are permanently installed or extended thereof as per Site Requirement.

29. The Execution of any Items of Work where any Incidental Work is actually required but not specifically stated in the Tender Document, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing extra on account of such Incidental Charges, if any, shall be paid.

30. No Payment will be made to the Contractor for Damage caused by Rains, or other Natural Calamities or Accidents or Acts of God, during the Execution of the Works and no such Claim on this account will be entertained.

31. The Contractor is required to submit Rates of all Items he has used to derive the Tendered Price inclusive of Cost of all Labour, Materials, Plant, Machinery, Equipments, Carriage and other Inputs, Taxes, Royalties, etc.

32. The Contractor shall maintain in Good Condition all Work till the Completion of entire Work allotted to him. From the Commencement of the Work to the Completion of the same, the Work is to be under the Contractor's Charge. The Contractor is to be held Responsible for and to make good all Injuries, Damages and Repairs, rendered necessary by Fire, Rain, Traffic, Floods or other Causes. The Employer shall not be held Responsible, for any Claims for Injuries to Personal Workmen or for Structural Damage to Property happening from any Neglect, Default, Want of Proper Care or Misconduct on the Part of the Contractor or of any other of his authorized Representatives in his Employment during the Execution of the Work. The Compensation, if any, shall be paid directly to the Department / Authority / Persons concerned, by the Contractor at his own Cost.

33. The Contractor will take all Necessary Measures for the Safety of Workers during Construction and provide, erect and maintain such Barricades, including Signs, Markings, Flags and Lights, as necessary, all around the Excavation / Construction Area and at such Intermediate Points, as directed by the Employer including the Proper Identification of the Construction Areas. He shall be Responsible for all Damages and Accidents on account of Construction and other Relevant Activities. Nothing shall be paid extra on account of above.

The Temporary Warning Signs / Lamps shall be installed at all Barricades during the Hours of Darkness and kept lit there at all times during these hours and nothing shall be paid extra.

The above Provisions shall be followed strictly and at no time the Construction / Excavation Areas are to be left Unbarricaded or without Red Lamps during the Hours of Darkness. Failure to comply with the Requirements mentioned in the Preceding Paragraphs shall be deemed to be a Breach of Contract on the Part of the Contractor for which the Contractor shall be Liable to action under Relevant Clauses

/ Conditions of the Agreement.

In addition to other Actions being taken for such Breach of Contract, the Contractor shall be liable to pay compensation @ Rs. 10000/- per Sqm of Area left Unbarricaded.

The Employer shall give Notice to the Contractor for such Barrication and the Contractor shall comply with the same within one day of such Notice failing which he shall be liable to pay the above Compensation and Actions for the said Breach of Contract. The Decision of the Employer in respect of the above shall be final and binding. The Contractor shall be held fully responsible for any lapses and consequent losses (Damages, Injuries, Death, etc.) in this regard.

The Contractor shall use every Reasonable Means to prevent any of Roads, Bridges communicating with or on the Routes to the Site from being damaged by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes and Vehicles to avoid such Unnecessary Damages.

34. The Contractor shall assume all Liabilities, Financial or otherwise in connection with his Contract and shall protect and save the Employer from any and all Damages and Claims that may arise because of the Presence and Operations of others working on or near the Site. The Contractor shall assume all Responsibilities for all Work not completed or accepted because of the Presence and Operations of other Contractors or Piece Workers or of the Employer.

35. At the time of Construction, the Contractor shall embed all Electrical / other Fixtures like Base Plates, Brackets, Conduits, etc. as per the Directions of the Employer. Nothing Extra whatsoever will be payable on this account.

36. For execution of any Items of Work where Incidental Works such as Bailing out Water, Shoring, etc. are actually required but not specifically stated in the Tender, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing Extra on account of such Incidental Charges, if any, shall be paid.

37. Any Upgradation in Technology in terms of Construction Procedures / Construction Materials / Construction Equipments will be adopted from time to time on mutual consents of the Employer and the Contractor.

38. **Arbitration (Clause 24)**

38.1 The Procedure for Arbitration shall be as follows.

a. In case of Dispute or Difference arising between the Employer and the Contractor relating to any Matter arising out of or connected with this Agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The Disputes or Differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by Agreement between the Parties; failing such Agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure).
b. Arbitration Proceedings shall be held at Bengaluru, Karnataka State.
c. The Cost and Expenses of Arbitration Proceedings will be paid as determined by the Arbitrator. However, the Expenses incurred by each Party in connection with the Preparation, Presentation, etc. shall be borne by each Party itself.
d. Performance under the Contract shall continue during the Arbitration Proceedings and Payments due to the Contractor by the Employer shall not be withheld, unless they are the Subject Matter of the Arbitration Proceedings.

39. **Quality Control Tests**
The Contractor shall arrange adequately equipped own Laboratory Facility Set up at Site for Site Control on the Quality of Materials and carry out all the Tests as per the Provision of BIS, MoRT&H Specifications and as per the Instructions of the Employer / Employer's Representative.

Further, the Contractor shall adopt Construction Machineries, Execution Methodology, Quality Control System, Safety Management, etc. as per the prevailing State – of – the – Art Facilities in prior consent with the Employer.

40. The Employer might deploy Employer's Representative for Design Checking and Approval, Work Supervision, Quality Control and Supervision, Progress Monitoring, Safety Monitoring, etc. The Contractor shall abide by the Instructions / Suggestions given by the Employer's Representative for the successful completion of the Project.

41. **Existing Services / Utility Lines**
Existing Drains, Pipes, Cables, Overhead Wires, Sewer Lines, Water Lines, Power Lines and similar Services / Utility Lines encountered in the Course of the Execution of the Work shall be protected / repaired / maintained in all respects in terms of Materials, Labours, etc. against the knowingly / unknowingly Damage by the Contractor at the Contractor's own risk and cost. The Contractor shall not store Materials or otherwise occupy any part of the Site in a manner likely to hinder the Operation of such Services.

42. **Interference with Traffic and Adjoining Properties**

a. All Operations necessary for the Execution and Completion of the Works and the Remedying of any Defects therein shall, so far as Compliance with the Requirements of the Contract Permits, shall be carried out so that not to interfere unnecessarily or improperly with the following.
   i. The Convenience of the public, or
   ii. The Access to, Use and Occupation of Public or Private Roads and Footpaths or of Properties whether in the Possession of the Employer or of any other person.
b. In case any Operation connected with the Traffic necessitates Diversion, Obstruction or Closure of any Road, Railway or any other Right of Way, the Approval of the Employer and the Concerned Authorities shall be obtained well in advance by the Contractor.
c. Further, it shall be the Responsibility of the Contractor to obtain required Permission / Approval from the Concerned Traffic Police Authorities regarding Traffic Diversion at the Contractor's own Risk and Cost. The Employer will assist the Contractor in coordination only.
d. The Contractor shall provide Skilled Flagmen for Traffic Diversion as per the Requirement of the Concerned Department.
e. The Contractor shall provide Traffic Barricades with Blinkers, Reflective Tapes, Road Delineators, Traffic Cones, Portable Signages, Reflective Lights and other necessary Traffic Signage as required, as directed by the Concerned Authorities and as per the Specifications.

43. **Mapping of Existing Services / Utility Lines**
The Successful Tenderer (Contractor), on Award of Work, shall map all the Existing Service Lines, above and below the ground level within the Battery Limit, such as Water Supply, Underground Drainage, Electrical, Telephone, Optical Fibre Cables, etc. Mapping of the Service Lines below the Ground Level shall be carried out using Ground Penetrating Radar (GPR) Equipment. Mapping shall be got approved by all the respective Service Departments at the Risk and Cost of the Contractor. The Contractor shall submit the Approved Maps to the Employer. The Employer will assist the Contractor in coordination only.

44. **Protection of the White Topped Surface**
The Contractor shall cover and protect the White Topped Surface till the Final Setting of the Concrete against Rain; Leaves, Branches, Twigs of Trees; Footprints of Human beings / Animals, etc. The Contractor shall be held fully responsible for any lapses in this regard.

45. **Concrete**
The Contractor shall obtain Pavement Quality Concrete only from the Ready Mix Concrete (RMC) Plants established by the Reputed Cement Manufacturers. The List of these Reputed Cement Manufacturers shall be approved by the concerned Chief Engineer. Further, the Contractor shall enter into a Memorandum of Understanding (MoU) with the Approved Supplier by stating that the Supplier will be supplying the RMC to the Contractor on time as per the Requirements and this MoU shall be a part of the Contract Agreement.

Alternatively, the Contractor shall install his own Batch Mix Plant of Capacity minimum 300 cum / day. Further, Installation Details such as Location, Equipment and Accessory Details, Capacity, etc. shall be approved by the concerned Chief Engineer prior to installation.

The Design Mix of Concrete in both the cases shall be approved by the concerned Chief Engineer.

46. **Heavy Duty Cobble Stone**
The Concrete Grade of Heavy Duty Cobble Stone proposed shall not be less than M40 and each Stone shall be provided with 3 dimension locking system.

47. **Maintenance Period**
The Rate quoted by the Tenderer shall be inclusive of Maintenance during the Maintenance Period of 36 months after the Completion of Defect Liability Period of 24 months as stated in Contract Data. Rate shall be inclusive of Maintenance charges and the maintenance required is attached in the documents.

Annexure:

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS

1. Indian Council of Arbitration, New Delhi.
2. International Centre for Alternative Disputes Resolution (India).
3. Indian Roads Congress.
4. Indian Building Congress.
5. Indian Institute of Bridge Engineers.
6. Indian Institute of Public Health Engineers.
7. Institute of Water Works.

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:

Clause Reference

1.1 The Employer: **The Commissioner**
Address: **Bruhat Bengaluru Mahanagara Palike**
N. R. Square
Bengaluru – 560 002

Name of Authorized Representative: **Executive Engineer**
Project Central – 2
Bruhat Bengaluru Mahanagara Palike
N. R. Square, Bengaluru – 560 002

1.1 The Name and Identification Number of the Contract:
White Topping on Selected Roads in Bengaluru City under Package 2, No. EE / PC – 2 / TEND / 1 / 2016 – 17 dated 21 - 02 - 2017

The Work consists of Construction of Buffer Zone; Construction of New Cast – in – Situ Median; Construction of New Roadside Drain; Laying of Utility Ducts along Footpath; Construction of New Footpath; Construction of Manholes and Cross Utility Ducts; Milling of Existing Bituminous Surface; Providing and Laying of Bituminous Macadam for Filling of Potholes, Cracks, etc. and for Profile Correction as well; Providing and Laying of White Topping; Painting of Kerb Stones, Median; Lane Marking; Proving and Fixing of Traffic Signs; Improvements to Cross Roads; Electrical Works such as Street Lighting; etc. and Maintenance of all the Infrastructural Facilities developed for a Defect Liability Period of 24 months.

1.1 The Start Date shall be **Date of Issue of Notice to Proceed with the Work.**

1.1 The Sites are located **along Reaches as detailed out in enclosed Key Maps.**

2.2 The following Documents also form part of the Contract: N / A

13. Insurance requirements are as under:

Sl. No.	Type of Cover	Minimum Cover for Insurance for 12 months
i.	Works and of Plant and Materials	The Sum stated in the Agreement plus 20%
ii.	Loss or damage to equipment	Full Replacement Cost
iii.	Loss or damage to property of Third Party	Full Replacement Cost
iv.	Personal Injury or Death Insurance a. for Third Party b. for Contractor's Employees or Labour	Rs. 20.00 Lakh to cover 4 Persons @ Rs. 5.00 Lakh each. In accordance with the Statutory Requirements Applicable to Karnataka.

17., 26. The Intended Completion Date for the whole of the Works: **11 Months from the Start Date including monsoon.**

21. The Site Possession Date: **Immediately after the Issue of Work Order.**

21.1 The Contractor shall submit to the Employer for Approval a Program showing the General Methods, Arrangements, Order and Timing for all the Activities in the Works: **within 10 days from the Date of Signing the Agreement.**

25. The Methodology and Program of Construction: **10 Days from the Date of Entering into Agreement.**

25. The Schedule of Key and Critical Equipment to be deployed on the work as per Agreed Program of Construction: **10 Days from the Date of Entering into Agreement.**

31. The Defects Liability Period is **24 Months, which will run concurrently from the Date of the Physical Completion of the Project and on issuance of Completion Certificate by the Competent Authority.**

41. The Liquidated Damages for the whole of the Works are **0.1% of the Final Contract Price** per day.

41. The Maximum Amount of Liquidated Damages for the whole of the Works: **10% of Final Contract Price.**

42. The Amounts of the Advance Payment are

Nature of Advance	**Amount (Rs.)**	**Conditions to be fulfilled**
1. Mobilization	5% of the Contract Price	On submission of Unconditional Bank Guarantee. (To be drawn before end of 20% of Contract Period).

(The Advance Payment will be paid to the Contractor no later than 30 days after fulfillment of the above Conditions).

42. **Repayment of Advance Payment for Mobilization**

The Advance Payment shall be repaid with Percentage Deductions from the Interim Payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such Payments to the Contractor has reached not less than 15% of the Contract Price and shall be made at the Rate of 7.5% of the Amounts of all Interim Payment Certificates until such time as the Loan has been repaid, always provided that the Loan shall be completely repaid prior to the Expiry of the Original Time for Completion pursuant to Clauses 17 and 26.

48. The Date by which "As Built Drawings" (in scale **1:100**) in 3 sets are required is within **30 days** of Issue of Certificate of Completion.

48. The Amount to be withheld for failing to supply "As Built Drawings" by the date required is **Rs. 100000/-**.

49.2 The following Events shall also be **Fundamental** Breach of the Contract.
1. The Contractor has contravened Clauses 7 and 9 of CC.

50.1 The Percentage to apply to the **Value of the Work** not completed representing the Employer's Additional Cost for completing the Works shall be **30%**.

SECTION 7: Specifications

For Specifications, all the Latest Editions of Relevant Codes of Indian Road Congress, Special Publications, Bureau of Indian Standards, MoRT&H shall be referred to.

SECTION 8: Drawings

Drawings are uploaded in the e – Procurement Portal.

SECTION 9: Financial Bid

Financial Bid (Bill of Quantities) is uploaded in the e – Procurement Portal.

Note to Bill of Quantities:

1. Item for which no Rate or Price has been entered in will not be paid for by the Employer when executed and shall be deemed Covered by the other Rates and Prices in the Bill of Quantities (Refer ITT Clause 11.2 and CC Clause 37.2).
2. Unit Rates and Prices shall be quoted by the Tenderer in Indian Rupees.
3. Where there is a Discrepancy between the Rate in Figures and Words, the lower of the two will govern [Refer ITT Clause 24.1(a)].
4. Where there is a Discrepancy between the Unit Rate and the Line Item Total resulting from multiplying the Unit Rate by Quantity, the Unit Rate quoted shall govern [Refer ITT Clause 24.1 (b)].

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: ______________________________ [Name of Employer]
______________________________ [Address of Employer]

WHEREAS ______________________ [Name and Address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ____ dated ____________ to execute ____________________ [name of Contract and Brief Description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as Security for compliance with his Obligations in Accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of Rs.____________ [Amount of Guarantee][7] Rupees________________ [in Words] and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of __________________ [Amount of Guarantee][8] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no Change or Addition to or other Modification of the Terms of the Contract or of the Works to be performed there under or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any Liability under this Guarantee, and we hereby waive Notice of any such Change, Addition or Modification.

This guarantee shall be valid until 30 days from the Date of Expiry of the Defects Liability Period.

Signature and Seal of the Guarantor:
Name of Bank:
Address:
Date:

[7] An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

[8] An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

SECTION 11: BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To
Commissioner
Bruhat Bengaluru Mahanagara Palike
N. R. Square
Bengaluru – 560 002

In accordance with your **Tender No. EE / PC – 2 / TEND / 1 / 2016 – 17 dated 21 - 02 - 2017** for the Work of **White Topping on Selected Roads in Bengaluru City under Package 2** (hereinafter called "the Tender"), M/s. ____________________ one of the Tenderers (hereinafter called the "the Tenderer") having its Registered Office at ______________________________, wishes to participate in the said Tender and an irrevocable Bank Guarantee against Earnest Money Deposit for an Amount of Rs. __________ (Rupees) is required to be submitted by the Tenderer towards the Tender Security.

KNOW ALL MEN by these presents that we, ______________________ (Name of Bank) of ________ (Name of Country) having our Registered Office at ____________________ (hereinafter called "the Bank") at the Request of the Tenderer do hereby unequivocally and unconditionally guarantee the same Amount as stated above. The Bank is bound unto Bruhat Bengaluru Mahanagara Palike, N. R. Square, Bengaluru – 560 002 (hereinafter called "the Employer) in the same Amount as stated above for which Payment well and truly to be made to the said Employer, the Bank binds himself, his Successors and Assigns by these presents.

SEALED with the Seal of the said Bank this _______ day of ____________ 2016.

The Conditions of this Obligation are:

1. If the Tenderer withdraws his Tender after Tender Opening during the Period of Tender Validity specified in the Tender Document; or
2. If the Tenderer does not accept the Correction of the Tender Price in accordance with the Instructions to Tenderers.
3. If the Tenderer having been notified of the Acceptance of his Tender by the Employer during the Period of Tender Validity
   a. Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers; or
   b. Fails or refuses to furnish the Performance Security in accordance with the Instructions to Tenderers.

We undertake to pay to the Employer upto the above Amount upon Receipt of his First Written Demand, without the Employer having to substantiate his Demand, provided that in his Demand the Employer will note that the Amount claimed by him is due to him owing to the Occurrence of one or any of the Conditions, specifying the Occurred Condition or Conditions.

This Guarantee will remain in force upto and including ____________ (Date) i.e. 120 (one hundred and twenty) days beyond the Tender Validity as such Deadline is stated in the Instructions to Tenderers or it may be extended by the Employer, Notice of which Extension (s) to the Bank shall be received from the Tenderer on whose behalf this Guarantee has been issued. Any Demand in respect of this Guarantee should reach the Bank not later than the above Date.

Date ____________________

Signature of the Bank ________________________

Seal of the Bank ______________________

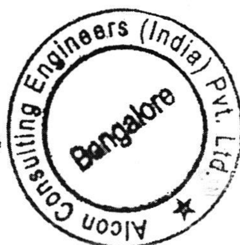
Signature of the Witness ______________________

Name and Address of the Witness ______________

"Technical Bid from Page 1 to 52 is approved"

Chief Engineer
(Project-Central)
Bruhat Bengaluru Mahanagara Palike

Tenderer





Executive Engineer (PC – 2)
BBMP, Bengaluru



BRUHAT BENGALURU MAHANAGARA PALIKE

Project:- "White Topping on Selected Roads in Bengaluru City Package 2(Call-2)"

Schedule –B

Office of the
Executive Engineer
Project Central -2, Ground Floor,
Annexe-2 building, N.R Square,
Bengaluru-560002.
Email:projectsbbmp@gmail.com

Name of the Work: White Topping on Selected R..u/ in Bengaluru City Package 2(Call-2)

Schedule - B

Sl No	Item Name	Unit	Quantity	Approved Estimate Price (INR)	Total (INR)
1	Milling the bituminous pavement surface upto a depth of 55 mm using milling machine, to make a uniform surface without disturbing the base, cleaning the milled surface, including cost of all labour charges and hire charges of machineries etc complete., including stacking the milled material on the sides of road.	Sqm	687648.79	84.8	58312617.39
2	Cutting of road surface for pipeline trenches and disposing of the excavated stuff as directed including barricading, danger lighting etc., in the Asphalt surface road.	Cum	39836.93	360.4	14357229.57
3	KSRRB M300-11. Excavation for road way in all types of soil by mechanical means including cutting and pushing the earth to site of embankment including trimming bottom and side slopes in accordance with requirements of lines, grades and cross sections complete as per specifications. MORTH Specification No. 301	Cum	66142.21	72.08	4767530.5
4	KSRRB M300-55. Construction of sub-grade and earthen shoulders with approved material Gravel / Murrum with all lifts & leads, transporting to site, spreading, grading to required slope and compacted to meet requirement of Table No. 300-2 complete as per specifications, including cost of earth, watering charges & compaction by vibratory roller to 97% of proctors density). MORTH Specification No. 305	Cum	1203	350.86	422084.58
5	KSRRB M400-7. Construction of granular sub-base by providing Coarse graded cushed stone aggregates of granite / trap / basalt material, speading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with vibratory roller to achieve the desired density, complete as per specifications. By mix in place method. For Grading II Material	Cum	23935.94	1582.58	37880539.93
6	KSRRB M400-17. Providing, laying, spreading and compacting cushed stone aggregates of granite / trap / basalt to wet mix macadam specifications including pre mixing the material with water at OMC in mechanical mix plant carriage of mixed materials by tipper to site, laying in uniform layers with paver in sub-base/ base course on well prepared surface and compacting with vibratory roller to achieve the desired density complete as per specifications. MORTH Specification No. 406	Cum	81575.43	1768.08	144231886.3

Sl No	Item Name	Unit	Quantity	Approved Estimate Price (INR)	Total (INR)
7	KSRRB 500-11. Providing and laying bituminous macadam on prepared surface with crushed coarse aggregates as per design mix formula for base 1 binding course including loading of aggregates with F.E. loader, hot mixing of stone aggregates and bitumen in hot mix plant, transporting the mixd material in tipper to paver and laying mixed materials with paver finisher to the required level and grade, rolling by power roller to achieve the desired density, but excluding cost of primer 1 tack coat including lead, lift and cost of all materials, labour, HOM of machineries complete as per specifications. MORTH Chapter 5. - do - using 100/120 TPH capacity H.M.P. with sensor paver Gr-II (50 mm to 75 mm) with 3.3 % VG-30 Bitumen	Cum	17713.3	5733.54	101559914.1
8	Providing and laying White Topping as per IRC:SP76-2015 over bituminous surface (Existing bituminous surface preparation to be done if necessary either by milling or levelling course with BM/DBM to correct surface profile and to be paid separately) with unreinforced M-40 grade pavement quality concrete (PQC)using polymeric synthetic fibre as per ASTM (1116) such as polyester / polyethylene / polypropylene at 1.20 kg/cum, mixed in batching and mixing plant or weigh batcher as per approved mix design to achieve minimum flexural strength or modulus of rupture of concrete 4.50 MPa at 28 days limiting maximum water cement ratio to 0.40, transported to site, laid with slip form sensor paver finisher, spread, vibrated, compacted and finished in a continuous operation to the lines and grades as per drawing, texture finishing of surface, spraying two layers of curing compound, curing with water sprayed on hessian cloth coverd over concrete surface, groove cutting to a depth of 1/3 of the slab depth and of width 3-5 mm as per design (grove cutting to be paid separately). For Thin white Topping and ultra thin white topping the groove cutting shall be 1.25m x 1.25m grid) including cost of all materal, side from work, labour and HOM of machineries etc. complete as per specifications. do - with unreinforced M40 grade pavement quality concrete using 43 grade OPC @ 420 kg/cum, coarse aggregate, fine aggregate and Admixture confirming to IS 9130-1999 (R-2004)	Cum	118808.98	7995.58	949946704.3
9	Providing groove cutting for width of 4mm - 6mm and 1/3rd depth of PQC Whitetopping within 8-10 hrs of placing/finishing of PQC including cost of cutting machine, generators, HOM of machinery, blades, coolant etc., including cleaning of groove and providing sand and hot bituminous or equivalent approved sealant filling etc., including cost of conveyance of all materials, labour, lead and lift charges and all other incidental charges as per drawing and as per specifications.	m	1140378.85	106	120880158.1
10	KSRRB M500-6. Providing and applying primer coat with S.S. bitumen emulsion on prepared surface of granular base such as WMM including cleaning of road surface and spraying primer at the rate of 0.60 kg / sqm using mechanical means complete as per specifications. MORTH Specification No. 502	Sqm	113015.34	27.56	3114702.77

Sl No	Item Name	Unit	Quantity	Approved Estimate Price (INR)	Total (INR)
11	KSRRB 500-9. Providing and applying tack coat using 80/100 grade bitumen (VG10) on granular base such as WBM/WMM surfaces hot bitumen primed at 4 kg per 10 sqm, heating bitumen in boiler fitted with spray set (excluding cleaning of road surface) including cost of all materials, labour, HOM of machineries complete as per specifications. MORTH Chapter 5	Sqm	111740.34	19.08	2132005.69
12	KSRRB 500-7. Providing and applying tack coat using 80/100 grade bitumen (VG10) on the prepared black topped surfaces at 2.5 kg per 10 sqm, heating bitumen in boiler fitted with spray set (excluding cleaning of road surface) including cost of all materials, labour, HOM of machineries complete as per specifications. MORTH Chapter 5	Sqm	387182.48	11.66	4514547.72
13	KSRRB M500-17. Providing and laying dense graded bituminous macadam using crushed aggregates of specified grading, premixed with VG30 grade bituminous binder and, transporting the hot mix to work site, laying to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MORTH table 500-10 complete in all respects complete as per specifications. MORTH Specification No. 507. -do - using 40/60 TPH capacity H.M.P. with sensor paver Gr-II (50 mm to 75 mm) with 4.5 % VG-30 Bitumen	Cum	3706.2	6491.44	24058574.93
14	KSRRB M500-19. Providing and laying bituminous concrete 40 mm thick with hot mix plant, using crushed aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site, laying with a paver finisher to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MORTH specification clause No. 500.9 complete in all respects complete as per specifications. MORTH Specification No. 509. - do - using 100/120 TPH capacity H.M.P. with sensor paver Gr-II (30 mm to 45 mm) with 6 % VG-30 Bitumen	Cum	8306.2	7492.08	62230714.9
15	KSRB 14.6-1: Providing and laying heavy duty cobble stones 80mm thick interlock pavers, using cement and course sand for manufacture of blocks of approved size, shape and colour with a minimum compressive strength of M40 over 50mm thick sand bed (average thickness) and compacting with plate vibrator having 3 tons compaction force thereby forcing part of sand underneath to come up in between joints, final compaction of paver surface joints into its final level, including cost of materials, labour and HOM of machineries complete as per specifications. Specification No. KBS	Sqm	174017.1	1028.2	178924382.2

Sl No	Item Name	Unit	Quantity	Approved Estimate Price (INR)	Total (INR)
16	KSRRB M800-13. Road Marking with Hot Applied Thermoplastic Compound with Reflectrising Glass Beads on Concrete Surface:- Providing and laying of hot applied thermoplastic compound 2.5mm thick including reflectorising glass beads at 250gms per sqm area, thickness of 2.5mm is exclusive of surface applied glass beads as per IRC:35. The finished surface to be level, uniform and free from streaks and holes as directed by the Engineer and as per detailed ender specifications.etc., complete. MORT&H Specification No. 803	Sqm	35010.5	685.52	24000397.96
17	KSRRB M800-35. Supply and installation of moulded shank raised pavement markers made of polycarbonate and ABS (Acrylonitrile Butadiene Styrene) moulded body and reflective panels with micro prismatic lens capiable of providing total internal reflection of the light entering the lens face and shall support a load of 16000 kg tested in accordance to specification of catageory A of MORTH circluar No. RW/NH/33023/10-97, - DO III Dt 11.06.1997. The height, width and length shall not exceed 50mm, 100mm and 102mm and with minimum reflective area of 13sqcm on each side and the slope to the base shall be 35 degree. The strength of detachment of the integrated cylinderical shanks, (Of diameter not less than 19mm and height not less than 30mm) from the body is to be a minimum value of 500kg. Fixing will be by drilling holes on the road for the shanks to go inside, with out nails and using epoxy resin based adhesive as per manufacturer's recommendation and complete as directed by the engineer with 2years warranty for the reflectivity from the original manufacturer is mandatory along with necessary test certification from the certified laboratory. Third party yest cerificates from a reputed test laboratory shall be submitted with seal and signature in orginals.	Each	111894	359.34	40207989.96

Sl No	Item Name	Unit	Quantity	Approved Estimate Price (INR)	Total (INR)
18	KSRRB M800-2. Retro-Reflectorised Traffic Signs :- Manufacturing Supply and installation of retro-reflective Cautionary, Mandatory & Informatory signboards made out of cube corner micro prismatic grade sheeting confirming to Type XI standards of IRC: 67-2012 specification & fixed over 4mm thick Aluminium Composite panel sheet having minimum 0.30mm thick aluminium skin on both sides & fixed over a support frame of 25x25x3mm MS angle and mounted on 75mm dia OR 75x75x6mm mild angle of total length 2.70m with clear height of not less than 2.10m from the ground level to the bottom of the sign board & 60cm below ground level. The sign post should be painted with one coat of red oxide paint and two coats of synthetic enamel paint of black and white colour with bands of 30cm height alternatively firmly fixed to the ground by means of foundation with M20 grade cement concrete of 45cm x 45 cm x 60 cm including cost & conveyance of all materials equipment machinery & labour with all leads and lifts directed by engineer in-charge 10 years warranty for Rero Reflective Sheeting from the original sheeting manufacturer as per clause 6.9 in IRC 2012 & a certified copy of three years outdoor exposure report from an independent test lab for the product offered shall be obtained from the supplier. - 900 mm Equilateral triangle - TYPE XI	Each	430	5496.1	2363323
19	KSRRB M800-43. Installation of a steel portable barricade with horizontal rail 300 mm wide, 2.5 m in length fitted on a 'A' frame made with 45 x 45 x 5 mm angle iron section, 1.5 m in height, horizontal rail painted (2 coats) with yellow and white stripes, 150 mm in width at an angle of 45º, 'A' frame painted with 2 coats of yellow paint, complete as per IRC:SP:55-2001 complete as per specifications.	Each	11161	2514.32	28062325.52
20	KSRRB M800-46. Positioning of a smart flagman with a yellow vest and a yellow cap and a red flag 600 x 600 mm securely fastened to a staff 1 m in length for guiding the traffic complete as per specifications	Each	1787	381.6	681919.2
21	KSRRB 300-1. Earthwork excavation by manual means in ordinary soil involving an average horizontal throw upto 2 meters and an average lift upto 1.5m, excavated surface leveled and sides neatly dressed, thedisposed earth to be leveled neatly after breaking of clods complete asper specifications. MORTH / Chapter 3	Cum	282691.52	86.92	24571546.92
22	KSRRB M800-29.1. Providing and laying of a reinforced cement concrete pipe duct, 300 mm dia, across the road (new construction), extending from drain to drain in cuts and toe of slope to toe of slope in fills, constructing head walls at both ends, providing a minimum fill of granular material over top and sides of RCC pipe as per IRC:98-1997, bedded on a 0.3 m thick layer of granular material free of rock pieces, outer to outer distance of pipe at least half dia of pipe subject to minimum 450mm in case of double and triple row ducts, Joints to be made leak proof, invert level of duct to be above higher than ground level to prevent entry of water and dirt, all as per IRC: 98 - 1997 and approved drawings complete as per specifications. KSRRB M800-29.2. -do- Case -II : Double row for two utility services	m	10936.68	3601.88	39392608.96

Sl No	Item Name	Unit	Quantity	Approved Estimate Price (INR)	Total (INR)
23	KSRRB M2200-8.1. Back filling behind abutment, wing wall and return wall complete as per drawing and Technical Specification complete as per specifications. A. Granular material. MORTH Specification No. 710.1.4 of IRC:78 & 2200	Cum	46265.09	555.44	25697481.59
24	KSRRB 2200 Plain / Reinforced cement concrete in sub-structure complete as per drawing and Technical Specifications complete as per specification., MORTH Specification No.1500, 1700 & 2200. KSRRB M2200-5.1 M15 with OPC cement @ 240kgs, with 40mm and down size graded granite metal coarse aggregates @0.63cum and fine aggregates @ 0.42cum a) upto 5mtr height	Cum	8001.91	6612.28	52910869.45
25	KSRRB 2200 Plain / Reinforced cement concrete in sub-structure complete as per drawing and Technical Specifications complete as per specifications MORTH Specification No.1500, 1700 & 2200. KSRRB M2200-5.9. Design mix M20 with ope cement @ 320kgs, with 20mm and down size graded granite metal coarse aggregates @0.69cum and fine aggregates @ 0.46cum. with superplastisiser @3lts confirming to IS 9103-1999 Reaffirmed-2008 - i) Upto 5 m height.	Cum	12788.97	6965.26	89078501.18
26	KSRB 4.9.2: Providing TMT steel reinforcement for RCC works including straightening, cutting, bending, hooking, placing in position, lapping and / or welding wherever required, tying with binding wire and anchoring to the adjoining members wherever necessary complete as per design (laps, hooks and wastage shall not be measured and paid) cost of materials, labour, HOM of machinery complete as per specifications. Specification No. KBS 4.6.3. - do - TMT bars Fe 500	Tonne	8788.08	59413	522123226.4
27	Supplying HDPE pipes confirming to IS 4984:1995 with latest amendments and conveying to work site including loading and unloading at both destination and rolling, lowering into trenches, laying true to line and jointing of pipes and specials (excluding cost of specials) giving hydraulic test as per relevant ISS with all lead and lift including encasing the pipe alround to a depth of not less than 15cm with soft gravel or selected earth available from the excavation, testing and commissioning. The rate is exclusive of required specials and fittings etc., complete (contractor will make his own arrangement for procuring water for testing) HDPE grade PE100 confirming to IS 4984-1995 PN 6.0-110mm dia	m	425832	323.44	137731102.1
28	Supplying HDPE pipes confirming to IS 4984:1995 with latest amendments and conveying to work site including loading and unloading at both destination and rolling, lowering into trenches, laying true to line and jointing of pipes and specials (excluding cost of specials) giving hydraulic test as per relevant ISS with all lead and lift including encasing the pipe alround to a depth of not less than 15cm with soft gravel or selected earth available from the excavation, testing and commissioning. The rate is exclusive of required specials and fittings etc., complete (contractor will make his own arrangement for procuring water for testing) HDPE grade PE100 confirming to IS 4984-1995 PN 6.0-200mm dia	m	212916	950.56	202389433

Sl No	Item Name	Unit	Quantity	Approved Estimate Price (INR)	Total (INR)
29	KSRRB M200-12.1. Dismantling of existing structures like culverts, bridges, retaining walls and other structure comprising of masonry. cement concrete, wood work, steel work, including T&P and scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and stacking the serviceable material with all lifts complete as per specifications. i) Lime Cement Concrete. I. By Manual Means: A. Lime Concrete, cement concrete grade M�10 and below. MORTH Specification No. 202	Cum	1028.84	327.54	336986.25
30	Removing and resetting of footpath slab complete including all lead and lifts and as per the directions of engineer in charge.	Sqm	19039.8	132.5	2522773.5
31	KSRRB M200-26. Dismantling Kerb stone by manual means and disposal of dismantled materials with all lifts and complete as per specifications. MORTH Specification No. 202	m	125838	10.6	1333882.8
32	KSRRB M200-25. Dismantling of guard rails by manual means and disposal of dismantled materials with all lifts and stacking serviceable materials and unserviceable materials seperately complete as per speCifications. MORTH Specification No. 202	m	4600	63.6	292560
33	Removing B.S. slab of Drain and stacking complete including all lead and lifts and as per the directions of engineer in charge.	Sqm	3299.85	65.72	216866.14
34	Removing of footpath slab / Pavers Blocks as per the directions of Engineer in Charge	Sqm	44426.2	132.5	5886471.5
35	KSRRB M200-15.1. Dismantling of existing structures like culverts, bridges. retaining walls and other structure comprising of masonry, cement concrete, wood work. steel work. including T&P and scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and stacking the serviceable material with all lifts complete as per specifications. iii) Dismantling Stone Masonry. A. Size Stone masonry in lime mortar. MORTH Specification No. 202	Cum	10017	217.3	2176694.1
36	KSRRB M200-14.2. Dismantling of existing structures like culverts, bridges, retaining walls and other structure comprising of masonry, cement concrete, wood work steel work, including T&P and scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and stacking the serviceable material with all lifts complete as per specifications. Dismantling brick / Tile work B. In cement mortar. MORTH Specification No. 202	Cum	3180	258.64	822475.2
37	KSRRB M2100-13. Plain / Reinforced Cement Concrete M15 with OPC cement @ 240kgs, with 40mm and down size graded granite metal coarse aggregates @0.84cum and fine aggregates @ 0.56cum in Open Foundation complete as per Drawing and Technical Specifications MORTH Specification No. 1500,1700 & 2100, with all lead and lift, loading and unloading and all other incidental charges etc., complete as per specification and directions of the Engineer-in-charge of the work.	Cum	18755.48	6223.26	116720228.5

Sl No	Item Name	Unit	Quantity	Approved Estimate Price (INR)	Total (INR)
38	Providing laying plain / reinforced cement concrete for side drains using M20 nominal mix concrete with OPC cement at 300 kgs, With 20mm and down size granite metal coarse aggregates at 0.69 cum and fine aggregates at 0.43 cum machine mixed, well compacted for walls and bottom including centering, shuttering, cost of materials, HOM of machinery, curing etc., compelete excluding cost of steel as per MORTH specification No. 1500, 1700, 2200 - wall & bottom thickness 15cm., complete as per specification and directions of the Engineer-in-charge of the work.	Cum	90053.64	7354.28	662279683.6
39	KSRRB M2200-8. Providing weep holes in Brick masonry / Plain / Reinforced concrete abutment, wing wall / return wall with 100 mm dia AC pipe, extending through the full width of the structure with slope of 1 V :20H towards drawing foce. Complete as per drawing and Technical Specifications complete as per specifications MORTH Specification No.2706 & 2200	Nos/mtr	3771.2	178.08	671575.3
40	Providing and fixing pre cast solid cement concrete kerb stones made out of C.C.1:2:4 with top and bottom width 114 and 165 mm respectively, 400mm high and 450mm in length finished with CM 1:3 plastering and finishing cutting including form work, curing, including cost of all materials, labour, hire charges of machinery, loading, unloading, lead and lift, transportation etc., complete	Nos	375241	331.78	124497459
41	KSRB 14.6-1: Providing and laying heavy duty cobble stones 60mm thick interlock pavers, using cement and course sand for manufacture of blocks of approved size, shape and colour with a minimum compressive strength of 281 kg per sqm over 50mm thick sand bed (average thickness) and compacting with plate vibrator having 3 tons compaction force thereby forcing part of sand underneath to come up in between joints, final compaction of paver surface joints into its final level, including cost of materials, labour and HOM of machineries complete as per specifications. Specification No. KBS	Sqm	178295.9	966.72	172362212.5
42	KSRRB M800-22.Reinforced Cement Concrete Crash Barrier:- Provision of an Reinforced cement concrete crash barrier at the edges of the road, approaches to bridge structures and medians, constructed with M-20 grade concrete with HYSD reinforcement conforming to IRC:21 and dowel bars 25 mm dia, 450 mm long at expansion joints filled with pre-moulded asphalt filler board, keyed to the structure on which it is built and installed as per design given in the enclosure to MOST circular No. RW 1 NH - 33022/1/94-00 III dated 24 June 1994 as per dimensions in the approved drawing and at locations directed by the Engineer, all as specified complete as per specifications. MORTH Specification No. 809	m	24850	3544.64	88084304
43	KSRRB 800-1. Painting two coats after filling the surface with synthetic enamel paint in approved shades on new plastered concrete surfaces, with materials, labour complete as per specifications. MORTH Chapter 8	Sqm	93215.26	63.6	5928490.54

Sl No	Item Name	Unit	Quantity	Approved Estimate Price (INR)	Total (INR)
44	KSRRB M800-20. Tubular Steel Railing on Medium Weight Steel Channel (ISMC Series) 100mm x 50mm:- Providing, fixing and erecting 50mm dia steel pipe railing in 3 rows duly painted on medium weight steel channels (ISMC series) 100mm x 50mm, 1.2 metres high above ground, 2 m centre to centre, complete as per approved drawings as per specifications. MORTH Specification No. 808	m	21420	1520.04	32559256.8
45	Providing and laying reinforced cement concrete pipe NP3 for culverts including pointing ends, and fixing collars with cement mortar 1:2 including cost of all materials, labour, curing complete as per specifications. Specifications. No. KSRB 1000, 2300, MOST Specification No.1000 / 2300. 300mm dia.	m	10931.09	1677.98	18342150.4
46	Ductile iron manhole covers, frames & gratings as per EN 124 Standard (Size 450x450) 56kgs/No	No	6252	4573	28590396
47	Supplying of Light Emitting Diode (LED) Street Light with die cast alluminium body with optimal heat sink for better thermal dissipation. Diffuser with injection moulded & in made of polycarbonate material with high transmission index, delivering superior light output. Rated life Burning Hrs 50000 hr & Lumen Maintenance of 70%. CCT > 5500K, IP 66 optical and electrical compartment & impact resistance of complete luminare > IK08. Power Factor > 0.9 with mains Current should not be greater than 0.1A to 0.7A & Surge Protection - Min 4KV alingwith Over voltage/Overload, short circuit/ miss-wiring protection. Compatable for pole mouting with outer dia of 40mm to 50mm. Universal Voltage driver to overpass wide voltage range from 100V to 270V 50/60Hz application. Over load & Short circuit protection ensures reliable operation in spite of problem in output side. Complaince to IS 10322/IEC 60598, LM 79 & LM 80 Adherence with RoHS. UL approved MCPCB. Top access streetlight with single screw to ensure ease of maintenance at the sight site location with minimized minimal tools. LED Light fixture with 24 W system power consumption. LED Efficiency > 130lm/w at 1W & Fixture Efficiency > 80lm/w with nominal CRI > 75. Luminaire manufacturer should have inhouse facility accredited by NABL/CPRI & any Government certified agency & Design & Development facility certified by ISO 9001:2008. Housing with supplier word mark/ name shall be Engraved / Embossing on the die cast housing / Body part. Warranty of 5 years against any manufacturing defect working under standard electrical conditions suitable for B1/B2 Roads as per IS 1944 Part I & Part II	Each	4379	12384	54229536

Sl No	Item Name	Unit	Quantity	Approved Estimate Price (INR)	Total (INR)
48	Fabrication, supplying and erection of 8 Mtrs long hot dip Galvanized Octagonal pole with BSEN 10025 grade S 355 JO steel plate for shaft, IS 2062 for base plate with door opening arrangements, including suitable boards, bakelite sheet and MCBs as per IS specifications suitable to withstand the wind speed of 47 m/sec for 8 Mtrs pole in single section and single joint welded as per IS 9595/IS 10178AWS having dimensions bottom dia 135mm, top dia 70mm with 3mm thick, suitable base plate and 4Nos of M20x700mm long J bolts along with template and the pole shall be galvanized in single dipping with not less than 65micron as per ASTM-A123 and 153 etc. (Excluding foundation) as per drawing appended.	Each	4376	13932	60966432
49	Supplying of 1.1 KV LT UG cable having aluminium conductor PVC insulated, extruded inner sheathed, galvanized, steel strip (except 2CX10Sq.mm wire armoured) confirming to IS 3975:1990 (No. of Strip indicated in GTP) & extruded PVC outer sheathed armoured cable with specified IS 1554 Part -1: 1988 & confirming to the attached GTP of Group - A	Mtr	97482	165.6	16143019.2
50	Labour charges for laying of 1.1 KV class UG cable in existing trench GI pipe/ stoneware pipe/ on wall/ on pole as required. b) 25 sqmm to 75 sqmm.	Mtr	97482	16.2	1579208.4
51	Supplying PVC/GI flexible conduit pipe 50mm dia fixing on surface over inverted tapered wooden plugs or phill plugs or rawl plugs and clamped using heavy gauge saddles at an interval of 300mm using NF screws and the either end of the pipe terminated completely.	Mtr	97482	56	5458992
52	KSRB 6-3.4: Providing and constructing burnt brick masonry with approved quality of non-modular bricks of standard size of class designation 7.5 Newton per sqmm with cement mortar 1:3 for basement and superstructure (machine moulded wirecut bricks) with cost of materials, labour charges, scaffolding, curing complete as per specifications. Specification No KBS 6.2	Cum	1328.02	11239.18	14925855.82
53	KSRB 12-6.1 : Providing 20mm square M.S footrest and fixing in manhole with M 10 cement concrete block of 20x20x10cms, using 20mm and down size metal of size including cost of materials, labour charges, curing complete as per specifications. Specification No. KBS 12.4.6	No.	2343	260.76	610960.68
54	Supply and fixing of manhole SFRC Rings and covers as per IS Heavy duty to suit the existing damaged manhole & removing debries inside & outside the manhole with all lead & lift charges	No.	781	1135.68	886966.08
55	Dismantling plastering and removing the debris with a lead upto 200m.	Sqm	8833.11	24.38	215351.22

Sl No	Item Name	Unit	Quantity	Approved Estimate Price (INR)	Total (INR)
56	Providing and constructing "wire cut brick manhole chambers" using sulphate resistant cement, conical in shape at top with C.C. 1:3:6 foundation using 40 mm and down size graded metal of approved quality and with an offset of 0.15 m alround the chamber and brick masonry in C.M. 1:4 plaster with wire cut bricks of approved quality and CM plaster 1:3 proportion 12 mm thick inside and outside except for the conical surface outside where the thickness of plaster shall be 20 mm thick, with 1:6 slope in the concrete towards the central drain, finished smooth and fixing of pipes in CC 1:2:4 graded metal of 20 mm and down size including conveying to work spot supplying & fixing SFRC manhole frame and cover confirming to IS:12592 with latest amendments in CC 1:2:4, supplying and fixing of minimum 3 mm thick encapsulated plastic footsteps (as per IS 10910) on 12 mm dia, Grade Fe-415 steel bar (as per IS 1786) staggered at 30 cms apart as detailed in Technical Specifications and as directed, watering, curring, barricading, danger lighting, pouring tar over MH frame and cover, cost of tar, shoring, strutting, dewatering, engraving manhole No.with flow direction on the inner conical surface etc., as per the drawing with wire cut bricks as per technical specifications for the following diameters & depths, 1.2m diameter manholes, for 1.0m depth	No	66	15704	1036464
57	Providing and constructing "wire cut brick manhole chambers" using sulphate resistant cement, conical in shape at top with C.C. 1:3:6 foundation using 40 mm and down size graded metal of approved quality and with an offset of 0.15 m alround the chamber and brick masonry in C.M. 1:4 plaster with wire cut bricks of approved quality and CM plaster 1:3 proportion 12 mm thick inside and outside except for the conical surface outside where the thickness of plaster shall be 20 mm thick, with 1:6 slope in the concrete towards the central drain, finished smooth and fixing of pipes in CC 1:2:4 graded metal of 20 mm and down size including conveying to work spot supplying & fixing SFRC manhole frame and cover confirming to IS:12592 with latest amendments in CC 1:2:4, supplying and fixing of minimum 3 mm thick encapsulated plastic footsteps (as per IS 10910) on 12 mm dia, Grade Fe-415 steel bar (as per IS 1786) staggered at 30 cms apart as detailed in Technical Specifications and as directed, watering, curring, barricading, danger lighting, pouring tar over MH frame and cover, cost of tar, shoring, strutting, dewatering, engraving manhole No.with flow direction on the inner conical surface etc., as per the drawing with wire cut bricks as per technical specifications for the following diameters & depths, 1.2m diameter manholes, for 1.7m depth	No	66	23790	1570140

Sl No	Item Name	Unit	Quantity	Approved Estimate Price (INR)	Total (INR)
58	Providing and constructing "wire cut brick manhole chambers" using sulphate resistant cement, conical in shape at top with C.C. 1:3:6 foundation using 40 mm and down size graded metal of approved quality and with an offset of 0.15 m alround the chamber and brick masonry in C.M. 1:4 plaster with wire cut bricks of approved quality and CM plaster 1:3 proportion 12 mm thick inside and outside except for the conical surface outside where the thickness of plaster shall be 20 mm thick, with 1:6 slope in the concrete towards the central drain, finished smooth and fixing of pipes in CC 1:2:4 graded metal of 20 mm and down size including conveying to work spot supplying & fixing SFRC manhole frame and cover confirming to IS:12592 with latest amendments in CC 1:2:4, supplying and fixing of minimum 3 mm thick encapsulated plastic footsteps (as per IS 10910) on 12 mm dia, Grade Fe-415 steel bar (as per IS 1786) staggered at 30 cms apart as detailed in Technical Specifications and as directed, watering, curring, barricading, danger lighting, pouring tar over MH frame and cover, cost of tar, shoring, strutting, dewatering, engraving manhole No with flow direction on the inner conical surface etc., as per the drawing with wire cut bricks as per technical specifications for the following diameters & depths, 1.5m diameter manholes, for 2.0m depth	No	66	34259.68	2261138.88
59	Providing and constructing "wire cut brick manhole chambers" using sulphate resistant cement, conical in shape at top with C.C. 1:3:6 foundation using 40 mm and down size graded metal of approved quality and with an offset of 0.15 m alround the chamber and brick masonry in C.M. 1:4 plaster with wire cut bricks of approved quality and CM plaster 1:3 proportion 12 mm thick inside and outside except for the conical surface outside where the thickness of plaster shall be 20 mm thick, with 1:6 slope in the concrete towards the central drain, finished smooth and fixing of pipes in CC 1:2:4 graded metal of 20 mm and down size including conveying to work spot supplying & fixing SFRC manhole frame and cover confirming to IS:12592 with latest amendments in CC 1:2:4, supplying and fixing of minimum 3 mm thick encapsulated plastic footsteps (as per IS 10910) on 12 mm dia, Grade Fe-415 steel bar (as per IS 1786) staggered at 30 cms apart as detailed in Technical Specifications and as directed, watering, curring, barricading, danger lighting, pouring tar over MH frame and cover, cost of tar, shoring, strutting, dewatering, engraving manhole No.with flow direction on the inner conical surface etc., as per the drawing with wire cut bricks as per technical specifications for the following diameters & depths, 1.8m diameter manholes, for 3.0m depth	No	9	59559.76	536037.84

Sl No	Item Name	Unit	Quantity	Approved Estimate Price (INR)	Total (INR)
60	Providing and constructing "wire cut brick manhole chambers" using sulphate resistant cement, conical in shape at top with C.C. 1:3:6 foundation using 40 mm and down size graded metal of approved quality and with an offset of 0.15 m alround the chamber and brick masonry in C.M. 1:4 plaster with wire cut bricks of approved quality and CM plaster 1:3 proportion 12 mm thick inside and outside except for the conical surface outside where the thickness of plaster shall be 20 mm thick, with 1:6 slope in the concrete towards the central drain, finished smooth and fixing of pipes in CC 1:2:4 graded metal of 20 mm and down size including conveying to work spot supplying & fixing SFRC manhole frame and cover confirming to IS 12592 with latest amendments in CC 1:2:4, supplying and fixing of minimum 3 mm thick encapsulated plastic footsteps (as per IS 10910) on 12 mm dia, Grade Fe-415 steel bar (as per IS 1786) staggered at 30 cms apart as detailed in Technical Specifications and as directed, watering, curing, barricading, danger lighting, pouring tar over MH frame and cover, cost of tar, shoring, strutting, dewatering, engraving manhole No with flow direction on the inner conical surface etc., as per the drawing with wire cut bricks as per technical specifications for the following diameters & depths, 1.8m diameter manholes, for 4.0m depth	No	9	77587.12	698284.08
61	KSRB 15-3.10: Providing 20 mm thick cement plaster in single coat with cement mortar 1:3, t stone masonry & concrete surface including rounding off corners wherever required smooth rendering,: providing and removing scaffolding, including cost of materials, labour, curing complete as per specifications.	Sqm	10800.48	274.54	2965163.78
62	KSRB 12-1 .2 : Providing and laying in position to required level or slope , salt glazed stoneware pipes grade A and jointing with stiff mixture of cement mortar in proportion of 1:1, testing of pipes and joints, including cost of materials, labour charges complete as per specifications. Specification No. KBS 12.2.5 I 12.7, For 150mm diameter	Rmt	9012.5	374.18	3372297.25
63	KSRB 12-1 .3 : Providing and laying in position to required level or slope , salt glazed stoneware pipes grade A and jointing with stiff mixture of cement mortar in proportion of 1:1, testing of pipes and joints, including cost of materials, labour charges complete as per specifications. Specification No. KBS 12.2.5 I 12.7, For 200mm diameter	Rmt	9012.5	506.68	4566453.5
64	KSRRB M1200-4.3. iii) OPC cement design mix M20 @ 320kgs, with 20mm and down size graded granite metal coarse aggregates @0.69cum and fine aggregates @ 0.46cum, with superplastisiser @3lts confirming to IS91 03-1999 Reaffirmed-2008 Cement Concrete for Manhole ring to place the manhole covers	Cum	588.56	6996	4117565.76

Sl No	Item Name	Unit	Quantity	Approved Estimate Price (INR)	Total (INR)
65	Providing and fixing bollard is manufactured of cement concrete of M-30 grade by vibro compaction method using FRP/steel moulds, having Overall Dimensions: 950 mm Height x 150 mm Dia. and as per approved drawing with suitable reinforcement of 4 Nos 12 mm dia 450 mm long tor steel bars, & 4 Nos 4 mm dia stirrups at 150mm c/c to promote long life and to prevent damage during handling, transportation, & erection, the steel roads shall be extended for anchoring to the ground, having good shuttering finish, including transportation to site, all charges of labour, loading and unloading etc., complete, for fixing as indicated in the drawing with all lead and lifts as per detailed tender specifications and as directed by the Engineer, etc., complete	No	7840	1438	11273920
66	Manufacturing, supply & fixing of Retro-Reflective Road name sign Board Single Arrow size 1.98x0.9m size made out of wide angle cube corner micro prismatic grade sheeting confirming to IRC:67:2010 & type XI standards of ASTM D-4956-09 specifications and fixed over 2mm thick aluminium sheet back suport frame of stainless steel supported by 30 NB 1.2mm thick stainless steel pipe all raound and 65 NB 1.5mm thick pipe vertical post (AISI 202 Grade)firmly fixed to the ground by means of property designed foundation with M15 grade cement concrete 30cmx30cmx45cm etc. complete. the information message shall be made out of cut out letters in blue colour transparent overlay film as per IRC 67-2010 guideliness, 7 years pre-qualification warranty for retro refelctive sheeting from the orginal sheeting manufacturer and a certified copy of three years outdoor exposure report from an independent test lab for the product offered shall be submitted by the contractor. The sign board shall be Retro-reflective Type XI with all lead and lift, loading and unloading and all other incidental charges etc., complete as per specification and directions of the Engineer-in-charge of the work.	No.	15	28250	423750
67	Manufacturing, supply & fixing of Retro-Reflective Road name sign Board Double Arrow size 1.98x0.9m size made out of wide angle cube corner micro prismatic grade sheeting confirming to IRC:67:2010 & type XI standards of ASTM D-4956-09 specifications and fixed over 2mm thick aluminium sheet back suport frame of stainless steel supported by 30 NB 1.2mm thick stainless steel pipe all raound and 65 NB 1.5mm thick pipe vertical post (AISI 202 Grade)firmly fixed to the ground by means of property designed foundation with M15 grade cement concrete 30cmx30cmx45cm etc. complete. the information message shall be made out of cut out letters in blue colour transparent overlay film as per IRC 67-2010 guideliness, 7 years pre-qualification warranty for retro refelctive sheeting from the orginal sheeting manufacturer and a certified copy of three years outdoor exposure report from an independent test lab for the product offered shall be submitted by the contractor. The sign board shall be Retro-reflective Type XI with all lead and lift, loading and unloading and all other incidental charges etc., complete as per specification and directions of the Engineer-in-charge of the work.	No.	15	31140	467100

Sl No	Item Name	Unit	Quantity	Approved Estimate Price (INR)	Total (INR)
68	KSRRB M400-19. Construction of Median and island with Soil taken from Borrow Areas. Construction of Median and island above road level with approved material deposited from borrowpits, spread, sloped and compacted as per Clause 400.7 complete as per specifications. MORTH Specification No. 407 with all lead and lift, loading and unloading and all other incidental charges etc., complete as per specification and directions of the Engineer-in-charge of the work.	Cum	27184.39	208.82	5676644.32
69	Ductile iron manhole covers, frames & gratings as per EN 124 Standard (Size 800x800) 135kgs/No with all lead and lift, loading and unloading and all other incidental charges etc., complete as per specification and directions of the Engineer-in-charge of the work.	No	1470	11023	16203810
70	KSRRB M200-12.2. Dismantling of existing structures like culverts, bridges, retaining walls and other structure comprising of masonry, cement concrete, wood work, steel work, including T&P and scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and stacking the serviceable material with all lifts complete as per specifications. I) Lime Cement Concrete. I. By Manual Means: A. Lime Concrete, cement concrete grade M�15 and M-20. MORTH Specification No. 202with all lead and lift, loading and unloading and all other incidental charges etc., complete as per specification and directions of the Engineer-in-charge of the work.	Cum	16042.53	396.44	6359900.59
71	KSRB 2.3 : Filling available excavated earth (excluding rock) in sides of foundations upto plinth in layers not exceeding 20 cms. in depth, compacting each deposited layer by ramming after watering with lead upto 50m. and lift upto 1.5m. including cost of all labour complete as per specifications. specification No. KBS 2.9 with all lead and lift, loading and unloading and all other incidental charges etc., complete as per specification and directions of the Engineer-in-charge of the work.	Cum	9212.1	134.62	1240132.9
72	KSRRB M300-19 Removal of unserviceable soil including excavation, loading and disposal but excluding replacement by suitable soil which shall be paid separately as per clause 300.5 complete as per specifications MORTH Specification No. 303. with all lead and lift, loading and unloading and all other incidental charges etc., complete as per specification and directions of the Engineer-in-charge of the work.	Cum	236249.9	39.22	9265721.08
73	KSRRB M-100-1 Loading and Unloading of Stone Boulder / Stone aggregate / Sand Kanker / Moorum.KSRRB M100-1 : Placing tipper at loading point, loading with front end loader, dumping, turning for return trip, excluding time for haulage and return trip complete as per specifications.MORTH -100 / Chapter 1, with all lead and lift, loading and unloading and all other incidental charges etc., complete as per specification and directions of the Engineer-in-charge of the work.	Cum	228729.32	68	15553593.76
74	KSRRB M100-4.1. Cost of haulage Excluding Loading and Unloading MORTH-100/Chapter 1 case-I surface road with all lead and lift, loading and unloading and all other incidental charges etc., complete as per specification and directions of the Engineer-in-charge of the work.	Cum	464979.22	64	29758670.08

Annexure
MAINTENANCE REQUIREMENTS

E. MAINTENANCE REQUIREMENTS

1. Maintenance Requirements

1.1 The Contractor shall, at all times maintain the Roads in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits.

1.2 The Contractor shall repair or rectify any Defect or deficiency set forth in Paragraph 2 of this Schedule of maintenance within the time limit specified therein and any failure in this behalf shall constitute non-fulfillment of the Maintenance obligations by the Contractor. Upon occurrence of any breach hereunder, the BBMP shall be entitled to effect reduction in lump sum maintenance payment as set forth in this Agreement, without prejudice to the rights of the BBMP under this Agreement, including Termination thereof.

1.3 All Materials, works and construction operations shall conform to the MORTH Specifications for Road and Bridge Works, and the relevant IRC publications. Where the specifications for a work are not given, Good Industry Practice shall be adopted.

2. Repair/rectification of Defects and deficiencies

The obligations of the Contractor in respect of Maintenance Requirements shall include repair and rectification of the Defects and deficiencies specified in Annex - I of this maintenance Schedule within the time limit set forth therein.

3. Other Defects and deficiencies

In respect of any Defect or deficiency not specified in Annex - I of this maintenance Schedule, the BBMP's Engineer may, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards, and any deviation or deterioration beyond the permissible limit shall be repaired or rectified by the Contractor within the time limit specified by the BBMP's Engineer.

4. Extension of time limit

Notwithstanding anything to the contrary specified in this maintenance Schedule, if the nature and extent of any Defect or deficiency justifies more time for its repair or rectification than the time specified herein, the Contractor shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the BBMP's Engineer and conveyed to the Contractor and the BBMP with reasons thereof.

5. Emergency repairs/restoration

Notwithstanding anything to the contrary contained in this maintenance Schedule, if any Defect, deficiency or deterioration in the Roads poses a hazard to safety or risk of damage to property, the Contractor shall promptly take all reasonable measures for eliminating or minimizing such danger.

6. Daily inspection by the Contractor

The Contractor shall, through its engineer, undertake a daily visual inspection of the Roads and maintain a record thereof in a register to be kept in such form and manner as the BBMP's Engineer may specify. Such record shall be kept in safe custody of the

Contractor and shall be open to inspection by the BBMP and the BBMP's Engineer at any time during office hours.

7. Pre-monsoon inspection / Post-monsoon inspection

The Contractor shall carry out a detailed pre-monsoon inspection of all bridges, culverts and drainage system before [1st June] every year in accordance with the guidelines contained in IRC: SP35. Report of this inspection together with details of proposed maintenance works as required on the basis of this inspection shall be sent to the BBMP's Engineer before the [10th June] every year. The Contractor shall complete the required repairs before the onset of the monsoon and send to the BBMP's Engineer a compliance report. Post monsoon inspection shall be done by the [30th September] and the inspection report together with details of any damages observed and proposed action to remedy the same shall be sent to the BBMP's Engineer.

8. Repairs on account of natural calamities

All damages occurring to the Roads on account of a Force Majeure Event shall be undertaken by the BBMP at its own cost. The BBMP may instruct the Contractor to undertake the repairs at the rates agreed between the Parties.

9. Maintenance of Concrete Pavement Transition zone

The joints between Asphalted and White Topped road portions shall always be maintained in As-Built condition. Contractor will carry out regular periodic maintenance activities to achieve the same.

Annex – I: Repair/rectification of Defects and deficiencies

(Maintenance Schedule)

The Contractor shall repair and rectify the Defects and deficiencies specified in this Annex-I of maintenance Schedule within the time limit set forth in the table below.

Nature of Defect or deficiency		Time limit for repair/ rectification
ROADS		
(a)	**Carriageway and paved shoulders**	
(i)	Breach or blockade	Temporary restoration of traffic within 3 hours; permanent restoration within 24 hours
(ii)	Roughness value exceeding 2,200 mm in a stretch of 1 km (as measured by a calibrated bump integrator)	120 (one hundred and twenty) days
(iii)	Pot holes	24 hours
(iv)	Any cracks in road surface	15 (fifteen) days
(v)	Any depressions, rutting exceeding 10 mm in road surface	30 (thirty) days
(vi)	Bleeding/skidding	7 (seven) days
(vii)	Any other defect/distress on the road	15 (fifteen) days
(viii)	Damage to pavement edges	15 (fifteen) days
(ix)	Removal of debris, dead animals	6 hours
(b)	**Granular earth shoulders, side slopes, drains and culverts**	
(i)	Variation by more than 1 % in the prescribed slope of camber/cross fall (shall not be less than the camber on the main carriageway)	7 (seven) days
(ii)	Edge drop at shoulders exceeding 40mm	7 (seven) days
(iii)	Damage to or silting of culverts and side drains	7 (seven) days
(iv)	Desilting of drains	24 hours
(v)	Railing, parapets, crash barriers	7 (seven) days (Restore immediately if causing safety hazard)
(c)	**Road side furniture including road sign and pavement marking**	
(i)	Damage to shape or position, poor visibility or loss of retro- reflectivity	48 hours
(ii)	Painting of km stone, railing, parapets, crash barriers	As and when required/ Once every year
(iii)	Damaged/missing road signs requiring replacement	2 (two) days
(iv)	Damage to road mark ups	2 (two) days

	Nature of Defect or deficiency	Time limit for repair/ rectification
(d)	**Road lighting**	
(i)	Any major failure of the system	24 hours
(ii)	Faults and minor failures	8 hours
(e)	**Trees and plantation**	
(i)	Obstruction in a minimum head-room of 5 m above carriageway or obstruction in visibility of road signs	24 hours
(ii)	Removal of fallen trees from carriageway	4 hours
(iii)	Deterioration in health of trees and bushes	Timely watering and treatment
(iv)	Trees and bushes requiring replacement	30 (thirty) days
(v)	Removal of vegetation affecting sight line and road structures	15 (fifteen) days
(f)	**Other Project Facilities and Approach roads**	
(i)	Damage in approach roads, pedestrian facilities, bus-shelters, pedestrian crossings, cross roads and service roads	7 (fifteen) days
(ii)	debris on the road	4 (four) hours
Culverts/Bridges		
(a)	**Superstructure**	
(i)	Any damage, cracks, spalling/ scaling	
	Temporary measures	within 48 hours
	Permanent measures	within 15 (fifteen) days or as specified by the BBMP's Engineer
(b)	**Foundations**	
(i)	Scouring and/or cavitation	15 (fifteen) days
(c)	**Piers, abutments, return walls and wing walls**	
(i)	Cracks and damages including settlement and tilting, spalling, scaling	30 (thirty) days
(d)	**Joints**	
(i)	Malfunctioning of joints	15 (fifteen) days
(e)	**Other items**	
(i)	Gathering of dirt in joints; or clogging of spouts, weep holes and vent-holes	3 (three) days
(ii)	Damage or deterioration in kerbs, parapets, handrails and crash barriers	3 (three) days (immediately within 24 hours if posing danger to safety)
(iii)	Rain-cuts or erosion of banks of the side slopes of approaches	7 (seven) days

Nature of Defect or deficiency		Time limit for repair/ rectification
(iv)	Damage to wearing coat	15 (fifteen) days
(v)	Damage or deterioration in approach slabs, pitching, apron, toes, floor or guide bunds	30 (thirty) days
(vi)	Growth of vegetation affecting the structure or obstructing the waterway	15 (fifteen) days
(f)	**Footpath/sidewalks/medians**	
(i)	Damage or settlement of paver blocks/surface including drain covers	2 (two) days
(ii)	Damage/failure of bollards, kerbs and other components of sidewalk	2 (two) days
(iii)	Damage/failure of medians including kerb, bariers, etc.,	2 (two) days




"Approved"

Chief Engineer
(Project-Central)
Bruhat Bengaluru Mahanagara Palike